

CONTRACT COVER SHEET

THIS SHEET MUST ACCOMPANY ALL CONTRACTS/AGREEMENTS SUBMITTED TO THE CITY CLERK DEPARTMENT. PLEASE PRINT OR TYPE THIS INFORMATION.

All contracts submitted for Council approval must be submitted in original form with two copies. All blanks must be completed. A signature line for the City Attorney and an attest line for the City Clerk must appear on all contracts. Failure to submit as required will result in the return of the document to your Department for completion.

FIELD NAME

INFORMATION

1. NUMBER 1171 (Completed by City Clerk Department)
2. APPROVING AGENCY CC (CC, IDA or RDA, S (Staff), CM (City Manager) etc.)
3. CONTRACTOR Mashburn Sanitation Company
Name of Company or Person
P. O. Box 668
Street Address
San Marcos, CA 92069
City, State and Zip Code
4. SUBJECT CATEGORY Agreement for Solid Waste and ~~Recyclable~~ Service
Specific Description of contract
5. CASE NUMBER _____ (TSM, CUP, CIP, etc.)
6. APPROVAL DATE 4/10/90 (Date Approved by CC, etc.)
7. EXPIRATION DATE 4/ /95 (Month/Day/Year)
8. STATUS V=Valid, E=Expired, C=Completed, D=Destroyed, U=Unknown
9. RESOLUTION/ORDINANCE Resolution CC 90-3423
Applicable Resolution or Ordinance Number approving Contract
10. COMMENTS See 1144 for one year extension to 3/1/95
See Extension letter for future extension
11. STAFF CONTACT PERSON Paul Malone X82
Name and extension of City staff member responsible

Revo 88-2785

COI
10/04/05 / COI 07/01/01

1171

AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of April, 1990, by and between the CITY OF SAN MARCOS, a municipal corporation ("City") and MASHBURN SANITATION COMPANY ("Contractor").

1. RECITALS: This Agreement is predicated upon the following facts:

1.1 Intent of Parties: The parties desire to enter into this Agreement to provide for an exclusive right to collect, process and/or dispose of garbage, rubbish, other refuse materials and recyclables within the City.

1.2 Code Authorization: City is authorized, pursuant to San Marcos Municipal Code Sections 8.68.250 and 8.68.270, to enter into agreements for the removal, transportation, processing and/or disposal of refuse and recyclables within the City with those persons deemed best qualified to perform such service.

2. DEFINITIONS: In this Agreement, unless the context requires otherwise:

2.1 Combustible Rubbish: means paper, rags, discarded household bedding, packing materials, cartons, boxes, containers, grass, plants, shrubs, trees, vines and the prunings thereof, shavings, sawdust, chips, lumber scraps or other articles from lumberyards, mills or factories and other articles which will burn upon contact with flames of ordinary temperature. Combustible rubbish shall not include those materials listed under "Construction and Demolition Debris", below.

2.2 Construction and Demolition Debris: means dirt, sweepings, bricks, mortar, plaster and other building and construction materials, whether combustible or noncombustible, resulting from the repair, remodeling, demolition or construction of buildings or other structures.

2.3 Garbage: includes, but is not limited to, every accumulation of animal, vegetable, fruit or other biodegradable materials:

1. resulting from the preparation, selling, serving or consumption of edible foodstuffs, including the cans, containers or wrappers wasted along with such materials; or
2. resulting from the dealing in, handling, processing, storage or decay of meats, fish, fowl, fruits, vegetables or grains; or
3. the excrement, carcasses or residue of animals, fish or fowl; or
4. other industrial commercial or domestic organic solid wastes.

2.4 Householder: means a person owning, renting or otherwise holding or occupying a place used for residential purposes.

2.5 Material: means any and all types of recyclables, garbage and debris as defined herein.

2.6 Miscellaneous and Bulky Debris: means all garbage, rubbish and other discarded materials not otherwise provided for in the foregoing or following definitions including appliances, furniture, large auto parts, trees, branches, stumps, or amounts of garbage or rubbish collected at each collection in excess of the maximum amounts permitted by Section 6.2 hereof, and other wastes the size, weight, or volume of which precludes or complicates their handling by normal collection methods.

2.7 Noncombustible Rubbish: means, among other things ashes, bottles, broken glass, crockery, earthenware, metal cans, metalware, wire products, other articles of discarded metal or stone of less than twenty (20) pounds in weight each, automobile tires, inner tubes, batteries and metal kegs, barrels or casks.

Noncombustible rubbish shall not include those materials listed under "Construction and Demolition Debris", above.

2.8 Recyclables: means any material having an economic value in the secondary materials market.

2.9 Refuse: means any and all types of rubbish, garbage and other debris as defined herein.

3. GENERAL PROVISIONS:

3.1 Duration of Agreement: The term of this Agreement shall be five (5) years, commencing upon the date of its execution.

3.2 Annual Performance Review: City shall annually conduct a contract year-end review to evaluate the level and quality of Contractor's service in general, and determine compliance, by Contractor, with the specific terms of this Agreement. Said review shall be conducted administratively and the findings thereof shall be transmitted to Contractor in writing.

3.3 Options to Extend Agreement: City shall, at its sole discretion, have the option to extend this Agreement, in increments of one (1) year each, beyond the initial term specified in Section 3.1 hereof. Such extension shall be granted only upon the successful conclusion of the year-end review specified in Section 3.1, pursuant to a written finding by City that Contractor has, throughout the preceding year:

1. maintained a satisfactorily high quality/level of service and responsiveness to community needs; and
2. complied in full with the terms of this Agreement.

All such extensions shall be effected as administrative amendments to this Agreement not requiring action by the San Marcos City Council. The parties agree that it is the intent of this Section to afford the possibility of a continuous five (5) year contract term providing greater financial certainty to Contractor in exchange for exemplary performance.

3.4 Amendment of Agreement: This Agreement may be amended from time-to-time in the same manner as its approval by resolution of the San Marcos City Council and execution by the parties hereto. The term "Agreement" herein shall include any such amendment properly approved and executed.

3.5 Cancellation of Agreement: Should the Contractor fail or refuse to comply with the conditions of this Agreement and the Contractor has been given written notice of non-compliance by the City Manager and the Contractor has further been given Ninety (90) days to correct such deficiencies, the City Council may, at its option and after a hearing, of which said Contractor shall have ten (10) days written notice, terminate the contract and let the contract to another person deemed more capable of carrying out its terms.

3.6 Hold Harmless: Contractor agrees to and shall hold City, its officers, agents, employees and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Contractor or those of its subcontractors, agents, employees or other persons acting on its behalf which relate to this Agreement. Contractor agrees to and shall defend City and its officers, agents, employees and representatives from actions for damages caused or alleged to have been caused by reason of Property Owner's activities in connection with this Agreement.

Contractor further agrees to indemnify, hold harmless, pay all costs and provide a defense for City in any action by a third party challenging the validity of this Agreement.

3.7 Insurance Coverage: Contractor shall, at its own expense, carry comprehensive general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and excess liability coverage in an amount not less than five million dollars (\$5,000,000).

Said policies shall, at a minimum, be continued for a period of five (5) years following the termination of this Agreement and any extensions thereof. Contractor shall cause to have the City named as an additional insured by endorsement under said policies, and evidence thereof, approved by the City Manager, shall be placed on file with the City Clerk. Contractor shall further carry Workman's Compensation Insurance in accordance with California State law and shall deposit a copy of such coverage with the City Clerk.

3.8 Assignment or Transfer of Rights: No assignment or transfer of any right conferred by this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. Should any assignment or transfer be authorized by the City, the assignee shall assume the liability and such other obligations of the Contractor as may be related to the service performed.

3.9 Effect on Previous Agreements: This Agreement constitutes the entire understanding and agreement of the parties and supersedes all negotiation or previous agreements between the parties with respect to all or any part of the subject matter hereof.

4. SOLE AND EXCLUSIVE FRANCHISE:

Contractor shall have the sole and exclusive right and franchise, in accordance with the terms and conditions of this Agreement, to pick up, gather and remove garbage, rubbish, construction/demolition debris and other refuse materials, including recyclables, within the corporate limits of the City as the same now exist or may exist, which is generated by residences and businesses, for the full term of this Agreement. City agrees not to let any contract to, or enter into any contract with any other person, firm, or organization for the performance of the services required to be performed by contractor, except, that in the event Contractor fails, refuses or neglects for any reason, to collect and dispose of garbage, rubbish and miscellaneous debris set out or placed for

collection, as provided herein, at the time and in the manner herein required, the City may collect and dispose of the same or cause the same to be collected and disposed of, and contractor shall be liable for the reasonable expense incurred. This right of the City shall be cumulative, and in addition to any and all other remedies it may have in the event of such failure, refusal or neglect of the Contractor. The exclusive right and franchise referred to herein shall not extend to those activities and/or materials specified in San Marcos Municipal Code Section 12.11 (1) through (6).

5. OBLIGATIONS OF CONTRACTOR:

5.1 In General: For the consideration herein mentioned, Contractor undertakes and agrees in accordance with the terms and conditions herein contained, to furnish the necessary labor, vehicles and equipment to collect, transport and dispose of all garbage, combustible and non-combustible rubbish, and miscellaneous debris, as herein defined, from within the corporate limits of the City as the same now exist or may exist during the term hereof.

5.2 Frequency and Scheduling of Collection: All refuse created, produced or accumulated in or about a residential unit or place of business shall be collected and disposed of by Contractor at least once each week. The City Manager may, at his/her discretion, or upon recommendation of the County Health Officer, require more frequent pick-ups should the nature of a particular business so require. The Contractor shall arrange collection routes so that pick-ups will be made on the same day of each succeeding week, with the following exception: no collection will occur on Thanksgiving, Christmas and New Year's Days, contingent upon advance notice to all those affected, in a manner satisfactory to the City Manager.

5.3 Special Pickup Service: In addition to the regularly scheduled monthly service, contractor shall, upon request from a householder provide a special pick-up service to collect and dispose of accumulated rubbish,

other than that covered by the normally scheduled monthly service. Charges for such special service shall be in addition to those levied for regular monthly service.

5.4 Refuse Collection - Spillage and Cleanup: The Contractor shall exercise all reasonable care and diligence in collecting refuse to prevent spilling, scattering or dropping of refuse, and shall at the time of occurrence clean up any spillage.

5.5 Refuse Disposal: The Contractor shall dispose of collected refuse, at Contractor's expense, at a County authorized solid waste facility in a manner satisfactory to the City and in accord with all state and local laws and regulations.

5.6 Collection from Public Parks and Government Buildings: The Contractor shall without charge, collect refuse from City controlled public parks, playgrounds and City government buildings from the receptacles in which the same is confined, on a service frequency and day(s) of collection to be determined by the City Manager.

5.7 Contractor Participation in Special Clean-Up Activities: The Contractor shall participate with the City in any annual clean-up activity upon request of the City Manager as may be necessary to supplement the City's available manpower and equipment resources, and shall otherwise cooperate with the City Manager in resolving special disposal-related problems.

5.8 Compliance With Motor Vehicle Code: The Contractor's trucks and other mobile equipment shall comply with applicable provisions of the California Vehicle Code, all other applicable California codes, and all provisions of Chapter 12 of the San Marcos Municipal Code.

5.9 Compliance With Local And California Laws And Regulations: The Contractor shall operate in such a manner as to comply with all applicable

local and state laws and regulations pertaining to the collection, storage, transportation and disposal of refuse. The Contractor shall also comply with all other ordinances and regulations of the City and applicable laws and regulations of the County of San Diego and State of California, and shall obtain and keep in force all required permits and business licenses.

5.10 Service Required in Event of Nonpayment: In the event of nonpayment for collection service rendered to any person, the Contractor shall continue to provide such service, subject to reimbursement as provided in Section 12.41 (e) of the San Marcos Municipal Code. This requirement shall not apply to special pick-up services.

5.11 Handling/Replacement/Repair of Refuse Containers: Contractor shall use reasonable care in the handling of all privately owned garbage and rubbish containers. In the event of damage or destruction of any such container, by reason of negligence or carelessness on the part of contractor or its employees, said contractor, upon demand, shall repair or replace said container or containers or shall pay to the owner or owners thereof the reasonable amount of such damage. All containers, after emptying, shall be set down adjacent to the premises from which removed and the lid or cover shall be placed adjacent to said container.

5.12 Customer Service Requirements: Contractor shall provide and maintain toll free telephone service between 8:00 a.m. to 5:00 p.m. on regular collection days, except Saturday, when the hours shall be 8:00 a.m. to 4:00 p.m. (Sundays and legal holidays excepted). Contractor shall promptly respond to all calls and act upon all reasonable requests and complaints pertaining to the collection of garbage, rubbish, and miscellaneous debris.

5.13 Recycling Services: Contractor shall provide curbside recycling services for City residents, collecting such materials as are mutually agreed upon by Contractor and City. Contractor shall be responsible for

locating resale markets and transportation of recyclable materials to said markets.

Contractor further agrees to study the feasibility and subsequent implementation of recycling programs for multi-family residential dwellings, commercial establishments, yard waste or other recycling programs as may be identified by the City and/or contractor and mutually agreed between the two parties.

5.14 Payments to City: In consideration of the granting of the exclusive franchise to Contractor as herein provided, Contractor agrees to pay to the City of San Marcos, during the term of this Agreement, the following sum. A sum equivalent to five (5) percent of gross monies collected pursuant to this Agreement within the corporate limits of the City, provided, however, Contractor shall pay to the City a minimum of \$100.00 (one hundred dollars) per annum. The aforementioned sum shall be paid quarterly, by the tenth of the month following the quarterly billing. Monies collected through the recycling surcharge for the recycling program shall be exempt from franchise fees until such time as the recycling program becomes profitable. Contractor shall further provide the City within thirty (30) days after the end of the calendar year a verified statement showing the gross monies collected for services for both refuse collection and recycling programs within the corporate limits of the City. City shall have reasonable rights to inspect Contractor's books of account at reasonable times and hours at Contractor's place of business. Contractor shall further provide the City within three (3) months after the end of the calendar year a verified statement showing the gross monies collected for services within the corporate limits of the City. City shall have the right to inspect Contractor's books of account at reasonable times and hours.

5.15 Service Charges: Contractor agrees, during the term of this Agreement to abide by the schedule of charges for regular, continuous collection service, special pickup services and recycling services established by resolution of the City Council, as such schedule may be amended from time to time in accordance with Sections 5.16 and 5.17 hereof.

5.16 Consumer Price Index Adjustments: The parties hereto recognize that due to conditions generally prevailing, general rises in the cost of living are reasonably foreseeable and it is therefore agreed that the schedule of charges as established pursuant to Section 5.15 of this Agreement shall be subject to an adjustment either up or down, as follows:

1. For the purpose of such adjustment the "index" referred to shall mean the most recent Consumer's Price Index for the San Diego area, as prepared and released by the United States Department of Labor, Bureau of Labor Statistics. The average index for the twelve (12) months prior to the date of this Agreement shall be accepted as the base index.
2. If, during the term of this Agreement, the cost of living as determined by said index shall increase or decrease, the Contractor may adjust the schedule of charges as set forth in Section 5.15 hereof in accordance with the following method:

In order to effect such adjustment, the percentage by which such index, so determined, exceeds or is less than the base index shall be determined, and the schedule of charges to be paid thereafter shall be established by applying the percentage of increase or decrease to the service rates in effect at the time the adjustment is calculated.

3. Adjustments for each subsequent increase or decrease of the index shall be computed in like manner.
4. The schedule of charges shall not be subject to adjustment until there has been a cumulative increase or decrease of seven (7) points or more from the base index, or from the index for the month for which the prior increase or decrease in the schedule of charges was adjusted.

5. If neither party shall, within 30 days after said index is available for the month for which an adjustment in the schedule of charges would be in order, make demand in writing for the determination of the adjustment for the following period, the schedule of charges shall continue at the same prices as for the preceding month. Failure to make such demand at any time by either party shall not prejudice the right of such party to an adjustment upon proper demand at the subsequent time.

5.17 Disposal Fee Offset Adjustment: Nothing herein shall be construed as preventing Contractor from seeking an adjustment in rates as compensation for increased operating costs associated with an increase in disposal site tipping fees charged to them. Such request for adjustment may be considered by the City Council in addition to those allowances for adjustment specified in Section 5.16 hereof.

5.18 Billing and Special Assessments: Contractor shall bill all accounts direct for services rendered and shall be eligible for reimbursement from City in the event of non-payment after written notice has been provided to the account holder in accord with Section 8.68.410 of the San Marcos Municipal Code. To recover its costs, the City shall initiate proceedings to make delinquent collection service fees and charge a special assessment against the properties involved, in the manner specified in Municipal Code Section 8.68.420.

5.19 Recycling Services: Contractor shall provide curbside recycling services for City residents on a non-profit basis until such time as the recycling program becomes profitable. At that time, the City and Contractor shall negotiate the distribution of any profits. The cost of the recycling program shall include the cost of collecting, processing and marketing recyclable materials, and all reasonable on-going promotional costs. All on-going promotional costs shall be presumed reasonable unless the City makes a specific request for an unusually expensive publicity campaign. In the event of such a request, the City and Contractor shall meet to determine the amounts to be paid by each party. The cost of the

recycling program shall not include costs for the Program Manager, Operations Supervisor, or other management or administrative expenses, such as clerical costs, or officers or directors salaries, expenses or overhead. Contractor further agrees to assume all pilot program costs and all one-time only promotional costs associated with expansion of the curbside recycling program.

Contractor further agrees to absorb the costs related to the pilot curbside recycling program and any promotional expenses resulting from the expansion of curbside recycling program.

Until such time as the recycling program becomes profitable, City and Contractor shall establish low end, or "floor" values for the resale of all recyclable materials collected. Contractor shall pay the City an amount equivalent to the net resale value, minus the "floor" price, times the volume collected. For the purposes of this agreement, the net resale value shall be the actual resale value minus transportation costs. If the resale value falls below the "floor" price, City and Contractor shall re-negotiate the distribution of revenues.

If outside funds are obtained or become available to reduce the recycling program costs, the program costs shall be reduced accordingly and the City shall be credited with the value thereof.

In the event the Contractor utilized its processing facility for programs other than the curbside recycling programs for San Marcos, Vista and Escondido, the City shall receive a reduction in the San Marcos curbside program expenses directly related to the reduction in the overall percentage of the facility used to process recyclables from San Marcos.

6. DUTIES OF OCCUPANT

6.1 Refuse Containers - Type and Construction: It shall be the duty of all occupants to provide containers for the accumulation and disposal of garbage and other refuse as follows:

1. Residential occupancies: containers used for the accumulation or disposal of garbage shall be water tight, of suitable strength and durability, tight seamed and provided with handles and a tight fitting lid or cover which shall remain affixed to the container. Noncombustible and similar refuse other than garbage shall be deposited in containers of suitable strength and durability, including plastic bags when securely sealed against spillage. Paper bags and cardboard containers shall not be used for the accumulation of refuse of any kind set out for regular collection.
2. Business occupancies and residential occupancies involving use of common receptacles: all containers used for the accumulation or disposal of garbage and other refuse shall be:
 - a. Approved by the Contractor as being of suitable strength and durability and compatible with collection techniques employed; and
 - b. Approved by the San Marcos Fire Protection District as providing adequate protection against fire hazard; and
 - c. Lined with a material suitable to prevent leakage of contents.

6.2 Volume/Weight Limitations on Refuse and Refuse Containers Placed for Collection: The following volume/weight restrictions shall apply to refuse and refuse containers placed by occupant for collection by the Contractor:

1. Residential Occupancies:
 - a. Volume and weight of refuse generated from within a residential unit: no limit
 - b. Volume of refuse generated outside a residential unit: one (1) cubic yard

- c. Maximum total weight of refuse generated outside a residential unit: two-hundred (200) pounds
- d. Maximum loaded weight of individual containers: fifty (50) pounds
- e. Maximum volume of individual containers: forty (40) gallons

- 2. Business Occupancies and Residential Occupancies Involving Use of Common Receptacles: refuse set out, and containers used by all such occupancies shall conform to the maximum volume/weight limitations established by the Contractor.

6.3 Placement of Containers for Collection: It shall be the duty of all occupants to set out containers for the collection of garbage, combustible and noncombustible rubbish, and/or other refuse as follows:

- 1. Location:

Residential occupancies: all refuse containers shall be placed at the curb on the nearest public street fronting the premises occupied by the person depositing the same, there to be collected by the Contractor; provided that the Contractor may designate some other location for the placement of containers when such placement will expedite collection.

Business occupancies: all refuse containers shall be placed within a permanently constructed trash enclosure, when available on premises. Should such enclosure not exist, the contractor shall designate some other freely accessible location to expedite collection; provided that placement of containers at such alternative location shall not result in a hindrance to vehicle movement nor constitute a visual nuisance.

- 2. Restrictions on Time of Placement: It shall be unlawful to place or permit to remain any refuse containers on the

curbings, parkways or sidewalks of any public street before 6:00 p.m. on the day prior to collection, or after 6:00 p.m. on the day of collection, after materials have been removed or collected.

3. Generally: All occupants shall maintain supervision and surveillance over refuse containers on their premises and shall maintain the same in a sanitary manner. Should containers be placed for collection as required above and not be emptied on the date scheduled by the Contractor, the occupant should immediately notify the Contractor, whose duty it shall be to arrange for the collection and disposal of such refuse forthwith.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first hereinabove written.

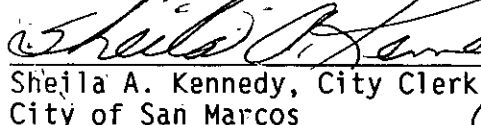
SOLID WASTES SERVICES INC.
DBA MASHBURN SANITATION

By

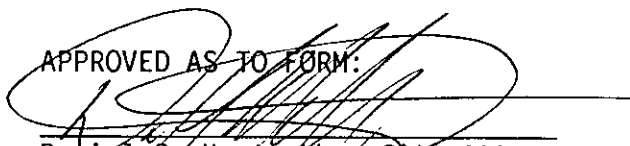
CITY OF SAN MARCOS

By

ATTEST:


Sheila A. Kennedy, City Clerk
City of San Marcos

APPROVED AS TO FORM:


Daniel S. Hentschke, City Attorney
City of San Marcos

2275A

EXTENSION LETTERS

EDCO DISPOSAL



City of San Marcos

105 W. RICHMAR AVENUE • SAN MARCOS, CALIFORNIA 92069-1699

619/744-4020 FAX 619/744-7543

March 7, 1990

Jeff Ritchie
General Manager
Mashburn Sanitation Company
PO Box 668
San Marcos, CA 92069

Dear Jeff:

As you know, Section 3.2 of Mashburn Sanitation's service agreement with the City requires an annual year-end review of your firm's performance. The purpose of that administrative review is to evaluate the level and quality of service offered by you as the City's sole provider of refuse collection and disposal services. With a finding of satisfactory performance, the City Manager is authorized to grant a one year extension on your contract with us.

Paul Malone indicates that refuse service related complaints were few and far between during the last 12 months, and that any such problems were resolved quickly, to residents' satisfaction. This complaint history is consistent with that experienced in previous years and is highly commendable, given the scope and scale of services involved.

The past year has seen Mashburn successfully complete a 500 home pilot curbside recycling program in San Marcos. With Council's approval, we look forward to introducing that program city-wide sometime this summer. Our compliments on the typically professional and thorough manner in which your staff, particularly Victoria Tobiason, have conducted the program to date.

As usual, Mashburn has continued its strong involvement in civic activities unrelated to its contract obligations. Your continued, long term commitment to the community has further enhanced the already strong perception of your firm as a first class corporate citizen and outstanding provider of solid waste services.

Based on the above, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Sanitation Company's existing service agreement with the City, to March 1, 1995.

CITY COUNCIL

Lee B. Thibadeau, Mayor

Mark Loscher, Vice Mayor

Mike Preston

Pia Harris

F. H. Smith

My thanks for another trouble free year, Jeff. Should you have any questions on the above, please feel free to give Paul or I a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'R.W. Gittings', with a large, stylized loop at the end.

R.W. Gittings
City Manager

RWG/PM



City of San Marcos

105 W. RICHMAR AVENUE • SAN MARCOS, CALIFORNIA 92069-1699

619/744-4020 FAX 619/744-7543

March 1, 1991

Mr. Jeff Ritchie
General Manager
Mashburn Sanitation
P.O. Box 668
San Marcos, California 92079

Dear Jeff:

As you are aware, Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling services afforded by Mashburn Sanitation as the City's sole source provider. With the finding of a satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

During the past year, Mashburn has successfully implemented a city-wide curbside recycling program based on the results of a 500 home pilot program. We anticipated that the implementation of this program would generate a variety of resident complaints and concerns; but as expected, your staff responded quickly and positively. Kip Sturdevan, in particular, has provided superb coordination with City staff on a variety of recycling and refuse collection issues.

In addition, Mashburn Sanitation has continued its strong involvement in civic activities unrelated to its contract obligations. Your continued, long term commitment to the the community has further enhanced Mashburn's already established reputation as being a first class corporate citizen and outstanding provider of solid waste services.

Based on the above, and pursuant to the City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Sanitation's existing service agreement with the City to March 1, 1996.

I wish to extend my thanks for another successful, productive year. If you have any questions, please feel free to call Paul Malone or me at 744-4020.

Sincerely,

Mike V. Mistrot
Acting City Manager

MVM:kst

CITY COUNCIL

Lee B. Thibadeau, Mayor

Mark Loscher, Vice Mayor

Mike Preston

Pia Harris

F. H. Smith



City of San Marcos

105 W. RICHMAR AVENUE • SAN MARCOS, CALIFORNIA 92069-1699

619/744-4020 FAX 619/744-7543

March 27, 1992

Mr. Jeff Ritchie, General Manager
Mashburn Sanitation
P.O. Box 668
San Marcos, CA 92079

Dear Jeff:

As you are aware, Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling services afforded by Mashburn Sanitation as the City's sole source provider. With the finding of satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

The city-wide curbside recycling program is now well established and running smoothly. We look forward to successful implementation of the multi-family recycling program after the ongoing pilot has concluded. The success of these programs to date is largely attributable to the solution-oriented efforts of your firm and its very cooperative working relationships with City staff and the public. As we've come to expect, much was accomplished on the solid waste/recyclables front in San Marcos this past year. This was achieved at reasonable cost to the consumer, with minimal disruption to the customer's routine, as evidenced by the very low number of complaints we received in 1991 for all services combined. Your excellent performance to date allows us to look forward with confidence to a similarly productive and trouble-free year in 1992.

Based on the above, and pursuant to the City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Sanitation's existing service agreement with the City to March 1, 1997.

CITY COUNCIL

Lee B. Thibadeau, Mayor

Mark Loscher, Vice Mayor

Mike Preston

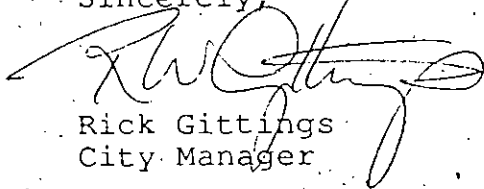
Pia Harris

F. H. Smith

Jeff Ritchie
March 27, 1992
Page 2

I wish to extend my thanks for another successful, productive year.
If you have any questions, please feel free to call Paul Malone or
myself at 744-4020.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rick Gittings", with a stylized flourish at the end.

Rick Gittings
City Manager

c: San Marcos City Council
Paul Malone, Deputy City Manager
Linda Cummings, Recycling Coordinator



City of San Marcos

105 W. RICHMAR AVENUE • SAN MARCOS, CALIFORNIA 92069-1699

619/744-4020 FAX 619/744-7543

February 19, 1993

Mr. Jeff Ritchie, General Manager
Mashburn Sanitation
P.O. Box 668
San Marcos, CA 92079

Dear Jeff:

As you are aware, Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling services afforded by Mashburn Sanitation as the City's sole source provider. With the finding of satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

The success of the City's recycling programs and pilots implemented to date is largely attributable to the solution-oriented efforts of your firm and its very cooperative working relationships with City staff and the public. As we've come to expect, much was accomplished on the solid waste/recyclables front in San Marcos last year, however, much remains to be done in the near term. Increasingly scarce waste treatment and disposal capacity will necessitate greater reliance on recycling and very close cooperation between us to ensure that costs to the consumer are kept to an absolute minimum.

This past year your firm fulfilled its contract obligations at reasonable cost to the consumer, with minimal disruption to the customer's routine, as evidenced by the very low number of complaints we received in 1992 for all services combined. Your firm's history of outstanding performance allows us to look forward with confidence to a similarly productive and trouble-free year in 1993.

Based on the above, and pursuant to the City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Sanitation's existing service agreement with the City to March 1, 1998.

CITY COUNCIL

Lee B. Thibadeau, Mayor

Mike Preston, Vice Mayor

Mark Loscher

Pia Harris

F. H. Smith

Jeff Ritchie
February 19, 1993
Page 2

I wish to extend my thanks for another successful, productive year. If you have any questions, please feel free to call Paul Malone or myself at 744-4020.

Sincerely,

Rick Gittings
City Manager

cc: San Marcos City Council
Paul Malone, Deputy City Manager



City of San Marcos

105 W. RICHMAR AVENUE • SAN MARCOS, CALIFORNIA 92069-1699
619/744-4020 FAX 619/744-7543

February 24, 1994

Mr. Jeff Ritchie, General Manager
Mashburn Waste & Recycling Services
P. O. Box 668
San Marcos, CA 92079

Re: Annual Performance Review & Notice of Contract Extension

Dear Jeff:

Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling programs conducted by Mashburn as the City's sole source provider of those services. With a finding of satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

Review of our records for the past year confirms that your firm once again fulfilled its contract obligations at reasonable cost to the consumer in a manner yielding a high level of customer satisfaction, as evidenced by the very low number of complaints we received in 1993 for all services combined. Your firm's history of exceptional performance allows us to look forward with confidence to a similarly productive and trouble-free year in 1994.

Based on the above, and pursuant to the City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Waste & Recycling Services existing service agreement with the City to March 1, 1999.

I wish to extend my thanks for another successful, productive year. If you have any questions, please feel free to call Paul Malone or myself at 744-4020.

Sincerely,

Rick Gittings
City Manager

RWG:PM:ar

cc: Paul Malone, Deputy City Manager

CITY COUNCIL

Lee B. Thibadeau, Mayor

Pia Harris, Vice Mayor

Mark Loscher

F. H. Smith

Betty Evans



City of San Marcos

1 Civic Center Drive, San Marcos, CA 92069-2949 (Tel. 619/744-1050)

First Floor Fax: 619/591-4135; Second Floor Fax: 619/744-7543

March 10, 1995

Mr. Jeff Ritchie
President/Chief Operating Officer
Mashburn Waste & Recycling Services
P.O. Box 688
San Marcos, CA 92079

Dear Jeff:

As you are aware, Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling programs conducted by Mashburn as the sole source provider of those services. With a finding of satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

The city-wide green waste collection/diversion program was successfully implemented this last spring and has been well received by the public. A review of our records reveals relatively few complaints during 1994 in general and confirms that your firm has once again fulfilled its contract obligations at reasonable cost to the consumer and in a manner that produces a high level of customer satisfaction. Your firm's history of exceptional performance allows us to look forward with confidence to a similarly productive and trouble-free year in 1995.

Based on the above, and pursuant to the City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Waste & Recycling Services' existing service agreement with the City to March 1, 2000.

I wish to extend my thanks for another successful, productive year. If you have any questions, please feel free to call me or Paul Malone at 744-1050.

Sincerely,


Rick Gittings
City Manager

REG:kst

cc: Paul Malone, Deputy City Manager

CITY COUNCIL

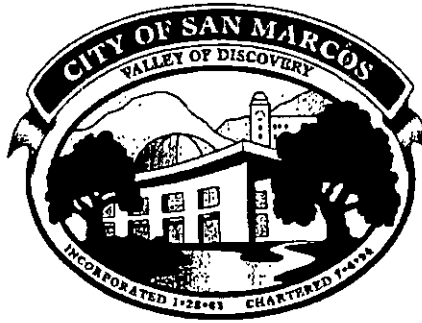
F. H. "Corky" Smith, Mayor

Pia Harris-Ebert, Vice-Mayor

Betty Evans

Darrell W. Gentry

1 Civic Center Drive
San Marcos, CA 92069-2949



Telephone
(619) 744-1050
Fax: (619) 744-7543

March 12, 1996

Mr. Jeff Ritchie
President/C.O.O.
Mashburn Waste & Recycling Services
P.O. Box 668
San Marcos, CA 92079

Dear Jeff:

As you are aware, Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling programs conducted by Mashburn as the City's sole source provider of those services. With a finding of satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

A review of our records indicates that we received relatively few complaints during 1995, once again confirming your firm's tradition of exemplary service. City staff continues to enjoy a positive relationship with Mashburn representatives, allowing us to address together our community's waste management issues in a productive and effective manner.

Based upon the above, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Waste & Recycling Services' existing service agreement with the City of San Marcos to March 1, 2001.

I wish to extend my thanks for another successful, productive year. If you have any questions, please feel free to call either me or Paul Malone at 744-1050.

Sincerely,

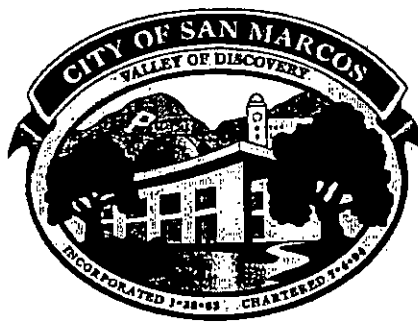


R. W. Gittings
City Manager

RWG:kst

cc: Paul Malone, Deputy City Manager

1 Civic Center Drive
San Marcos, CA 92069-2949



Telephone
760.744.1050
FAX: 760.744.7543

February 12, 1999

Mr. Jeff Ritchie
Vice President/General Manager
EDCO Waste and Recycling Services, Inc.
P.O. Box 6907
San Marcos, CA 92079-6907

Re: Annual Review; Solid Waste/Recycling Franchise Agreement

Dear Jeff:

Section 3.2 of EDCO's franchise agreement with the City of San Marcos requires an annual year-end performance review. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling programs conducted by EDCO as the City's exclusive provider for such services. With a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the most recently approved term of your contract.

Our records indicate that we have received very few service-related complaints during the past year. Despite the transition from Mashburn to EDCO, this is clearly reflective of your continuing commitment to a high standard of customer service. Given Mashburn/EDCO's well established reputation for exemplary performance, we look forward to yet another productive year.

In close cooperation with EDCO, San Marcos recently reached an early milestone by exceeding the year 2000 50% diversion goal required for compliance with the Integrated Waste Management Act of 1989. Although the most recent report (1997) shows a diversion rate of 51%, our aim is to maintain or even surpass this rate in keeping with the City's projected population growth. To that end, we look forward to working with EDCO staff this year to discuss implementation of a multi-family recycling program and/or other efforts to ensure the City remains in compliance with the State's diversion mandates.

Based on the above, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of EDCO Waste and Recycling Service's service agreement with the City to March 1, 2004.

CITY COUNCIL:

F.H. "Corky" Smith, Mayor Pia Harris-Ebert, Vice-Mayor Hal Martin Jim McAuley Mark Rozmus

Page Two
EDCO Year-end Review
February 24, 1999

Thank you for another successful year. If you have any questions, please call either me or Paul Malone at (760) 744-1050.

Sincerely,

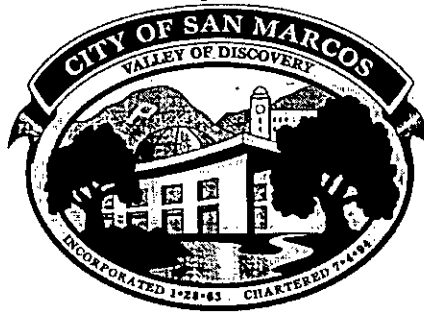


R.W. Gittings
City Manager

RWG\eh

cc: Paul Malone, Assistant City Manager

1 Civic Center Drive
San Marcos, CA 92069-2949



Telephone
760.744.1050
FAX: 760.744.7543

February 28, 2000

Mr. Jeff Ritchie
Vice President/General Manager
EDCO Waste and Recycling Services, Inc.
P.O. Box 6907
San Marcos, CA 92079-6907

Re: Annual Review; Solid Waste/Recycling Franchise Agreement

Dear Jeff:

Section 3.2 of EDCO's franchise agreement with the City of San Marcos calls for an annual year-end performance review. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and the recycling programs conducted by EDCO as the City's exclusive provider of those services. With a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the most recently approved term of your contract.

I am pleased to report that we have received very few service-related complaints during the past year. Your efforts at maintaining a high standard of customer service are highly commendable. As you approach your second year following the all-but-seamless transition from Mashburn to EDCO, your continuing exemplary performance allows us to look forward confidently to yet another productive year.

This Fall, we anticipate working closely with EDCO to successfully implement a single-can automated waste collection system for residential trash customers. Automation will advance our mutual goal of providing a higher level of service without imposing a customer rate increase. The City's conversion from manual to automated collection also coincides with EDCO's ongoing endeavor to replace the company's existing fleet of collection trucks.

Another important challenge is to maintain the 50% diversion goal required for compliance with the Integrated Waste Management Act of 1989. Although the most recent report reflects a rate of 48%, we have exceeded the 50% goal in years past, and our aim is to do as well this year. To that end, we look forward to continuing our discussion about the feasibility of implementing a multi-family recycling program and/or other efforts to ensure the City remains compliant with the State's diversion mandates.

Based on the above, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of EDCO Waste and Recycling Service's service agreement with the City to March 1, 2005.

CITY COUNCIL:

F.H. "Corky" Smith, Mayor Pia Harris-Ebert, Vice-Mayor Hal Martin Jim McAuley Mark Rozmus

Attach to Cont. # 1171

Page Two
EDCO Year-end Review
February 28, 2000

Thank you for another successful year. If you have any questions, please call either me or Paul Malone at (760) 744-1050.

Sincerely,

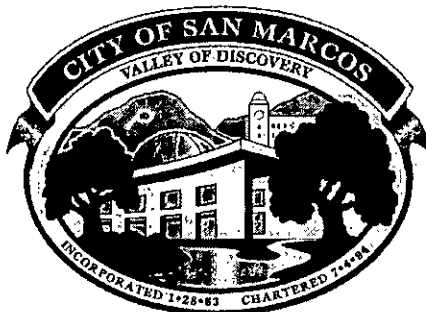
A handwritten signature in black ink, appearing to read 'RWG', with a large, stylized flourish extending from the end of the signature.

R.W. Gittings
City Manager

RWGleh

cc: Paul Malone, Assistant City Manager

1 Civic Center Drive
San Marcos, CA 92069-2918



Telephone
760.744.1050
FAX: 760.744.7543

March 21, 2005

Mr. Jeff Ritchie
Vice President/General Manager
EDCO Waste and Recycling Services
224 S. Las Posas Road
San Marcos, CA 92078

Re: Annual Review; Solid Waste Franchise Agreement

Dear Jeff,

The City is required to conduct an annual year-end review of EDCO's performance in San Marcos, per section 3.2 of EDCO's franchise agreement. This review is conducted to evaluate the quality of refuse collection/disposal and recycling services provided by EDCO, as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

Our records indicate that the City has received very few service-related complaints over the past year, and the few service-related complaints we did receive were most often from customers who had delinquent accounts or did not understand the City's mandatory trash ordinance. We are also pleased to report that every request for information generated by City staff on behalf of our residents was consistently responded to in a very timely manner. The level of service provided by EDCO has consistently met and exceeded the City's expectations this year. The City commends you and your staff's continued efforts in providing outstanding customer service to the residents of San Marcos.

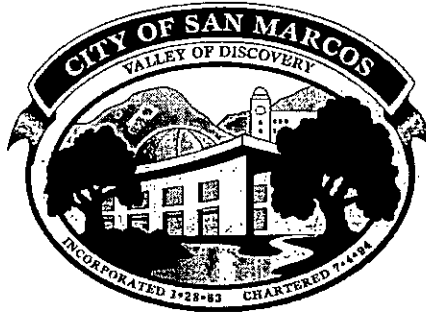
This past year, the City, with your assistance and technical expertise, has been focusing on improving existing waste diversion programs and implementing new programs in order to increase the City's waste diversion rate. According to the California Integrated Waste Management Board (CIWMB), the City's diversion rate in 2003 was 36%. The City appreciates your assistance in increasing the City's diversion rate and is optimistic that with your continued efforts the City will close the gap between the current 36% waste diversion rate and the state's mandated diversion rate of 50%.

Based on the above findings, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2010.

CITY COUNCIL:

F.H. "Corky" Smith, Mayor Pia Harris-Ebert, Vice-Mayor Hal Martin Mike Preston Jim Desmond

1 Civic Center Drive
San Marcos, CA 92069-2918



Telephone
760.744.1050
FAX: 760.744.7543

February 23, 2006

Mr. Jeff Ritchie
Vice President
EDCO Waste and Recycling, Inc.
224 S. Las Posas Road
San Marcos, CA 92078

Re: Annual Review of Solid Waste Franchise Agreement

Dear Jeff:

The City is required to conduct an annual year-end review of EDCO's performance in San Marcos, per section 3.2 of EDCO's franchise agreement. This review is conducted to evaluate the quality of refuse collection/disposal and recycling services provided by EDCO, as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

Our records indicate that the City has not received any service-related complaints over the past year. We are also pleased, once again, to report that every request for information generated by City staff on behalf of our residents was consistently responded to in a very timely manner. The level of service provided by EDCO has consistently met and exceeded the City's expectations this year. The City commends you and your staff's continued efforts in providing outstanding customer service to the residents of San Marcos.

The City continues to focus on implementing new programs in order to increase the City's waste diversion rate. Two new programs implemented this year, with your assistance, were special event recycling and a multi-family recycling pilot program to serve the City's apartment communities. According to the California Integrated Waste Management Board (CIWMB), the City's diversion rate in 2004 was 46%. According to the results of the City's new base year waste generation study, our revised diversion rate is 50%. The new base year waste generation study is expected to be approved by the CIWMB later this year. The City applauds your current waste diversion efforts on the City's behalf and looks forward to working together to maintain the state's mandated waste diversion rate of 50%. This will be a challenge while the City continues to grow and add new residents but we are confident that, together, we will meet this challenge.

CITY COUNCIL:

F.H. "Corky" Smith, Mayor Pia Harris-Ebert, Vice-Mayor Hal Martin Mike Preston Jim Desmond

Based on the above findings, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2011.

Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to discuss this matter further, please call either Paul Malone or me at (760) 744-1050.

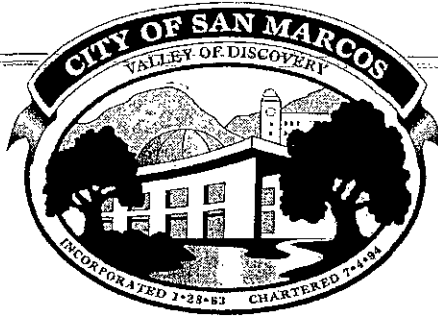
Sincerely,

A handwritten signature in black ink, appearing to read 'R.W. Gittings', with a large, stylized flourish at the end.

R.W. Gittings
City Manager

c. Paul Malone, Assistant City Manager

1 Civic Center Drive
San Marcos, CA 92069-2918



Telephone
760.744.1050
FAX: 760.744.7543

February 16, 2007

Mr. Jeff Ritchie
Vice President
EDCO Waste & Recycling Services
224 Las Posas Road
San Marcos, CA 92078

RE: Annual Performance Review

Dear Mr. Ritchie:

The City is required to conduct an annual year-end review of EDCO's performance in San Marcos, per section 3.2 of EDCO's franchise agreement. This review is conducted to evaluate the quality of refuse collection/disposal services provided by EDCO, as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the level of service provided by EDCO has definitely exceeded our expectations this year. The City has finally been recognized for all of your waste diversion efforts on our behalf. The California Integrated Waste Management Board (CIWMB) has approved the City's new base year waste generation study which resulted in a 2004 waste diversion rate of 52%. We are also pleased to report that the City's waste diversion rate for 2005 is 53%.

Based on the above findings, and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2012. We look forward to working together to maintain the state's mandated waste diversion rate of 50%. Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to discuss this matter further, please call me at (760) 744-1050.

Sincerely,

Paul Malone
City Manager

CITY COUNCIL:

Jim Desmond, Mayor

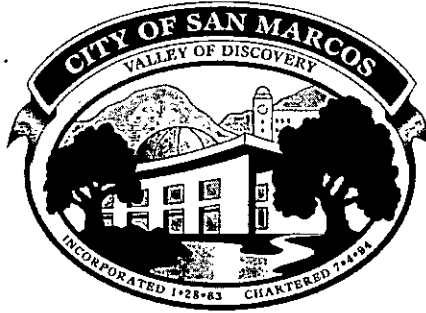
Hal Martin, Vice-Mayor

Mike Preston

Chris Orlando

Rebecca Jones

1 Civic Center Drive
San Marcos, CA 92069-2918



Telephone
760.744.1050
FAX: 760.744.7543

February 29, 2008

Jeff Ritchie
Vice President
EDCO Waste & Recycling Services, Inc.
224 Las Posas Road
San Marcos, CA 92078

RE: Annual Performance Review

Dear Mr. Ritchie:

In accordance with the franchise agreement with EDCO Waste & Recycling Services section 3.2, the City is required to conduct a year-end review of the quality of refuse collection/disposal services provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

Once again, we can report that the level of service provided by EDCO has exceeded our expectations. For the last two years, the City's waste diversion rate has been over 50%. After experiencing quite large increases in our yearly recycling rate when the City converted to commingling recycling containers, the City still has an average increase of 6% a year in residential recycling. This is the direct result of all of EDCO efforts at increasing the City's recycling rate. In addition, your customer service and sales staff are always extremely responsive to our residents needs and provide excellent service.

EDCO has assisted the City with disposal for several City projects this past year in addition to providing bins for the City's emergency horse shelter during last October's Witch Fire. On every occasion, when the City needed assistance with disposal, EDCO staff has responded quickly and with great efficiency.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2013. We look forward to working together to implement our pilot multi-family recycling program citywide this year and to maintaining the City's waste diversion rate above 50%, in order to remain in compliance with the state's mandated waste diversion rate of 50%. Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to discuss this matter further, please call me at (760) 744-1050.

Sincerely,

Paul Malone
City Manager

CITY COUNCIL:

Jim Desmond, Mayor

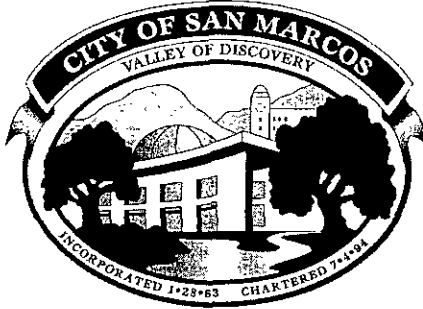
Hal Martin, Vice-Mayor

Mike Preston

Chris Orlando

Rebecca Jones

1 Civic Center Drive
San Marcos, CA 92069-2918



Telephone
760.744.1050
FAX: 760.744.7543

May 27, 2008

Jeff Ritchie, Vice President
EDCO Waste and Recycling Services
224 S. Las Posas Road
San Marcos, CA 92069-2421

RE: 2008 CPI Increase in Storm Water Management Fee

Dear Jeff:

The San Marcos City Council adopted resolution 2001-5684 authorizing a Storm Water Management Fee with the condition that the fee be increased on an annual basis in accordance with the Consumer Price Index for the San Diego region.

Because the Storm Water Management Fee increases every July 1st, please allow this letter to serve as a reminder to increase this fee according to calendar year 2007 CPI. The Bureau of Labor Statistics releases CPI information for the San Diego Region on a semi-annual basis. The most recent regional CPI numbers for 2007 show:

Annual Average Increase: 2.3%

Please increase the Storm Water Management Fee across the board by this percentage.

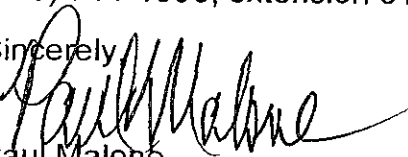
This increase will result in the following new Storm Water Management fees:

Residential:	\$2.10
Commercial 3-yard bin (1/week):	\$9.84

These fees are up from \$2.05 and \$9.62 respectively.

Please see to it that these fees are adjusted in time for the July billing. Thank you in advance for your attention to this matter. If you have any questions, please contact me at (760) 744-1050, extension 3115.

Sincerely,


Paul Malone
City Manager

PM/jm

cc: Liliane Serio, Finance Director

CITY COUNCIL:

Jim Desmond, Mayor

Hal Martin, Vice-Mayor

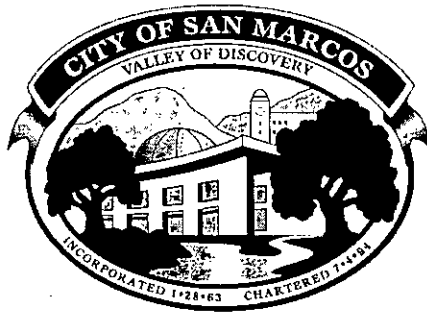
Mike Preston

Chris Orlando

Rebecca Jones

Printed on 30% post-consumer recycled paper

1 Civic Center Drive
San Marcos, CA 92069-2918



Telephone
760.744.1050
FAX: 760.744.7543

May 19, 2009

Jeff Ritchie, Vice President
EDCO Waste and Recycling Services
224 S. Las Posas Road
San Marcos, CA 92069-2421

RE: 2009 CPI Increase in Storm Water Management Fee

Dear Jeff:

The San Marcos City Council adopted resolution 2001-5684 authorizing a Storm Water Management Fee with the condition that the fee be increased on an annual basis in accordance with the Consumer Price Index for the San Diego region.

Because the Storm Water Management Fee increases every July 1st, please allow this letter to serve as a reminder to increase this fee according to calendar year 2008 CPI. The Bureau of Labor Statistics releases CPI information for the San Diego Region on a semi-annual basis. The most recent regional CPI numbers for 2008 show:

Annual Average Increase: 3.9%

Please increase the Storm Water Management Fee across the board by this percentage.

This increase will result in the following new Storm Water Management fees:

Residential:	\$2.18
Commercial 3-yard bin (1/week):	\$10.22

These fees are up from \$2.10 and \$9.84 respectively.

Please see to it that these fees are adjusted in time for the July billing. Thank you in advance for your attention to this matter. If you have any questions, please contact me at (760) 744-1050, extension 3115.

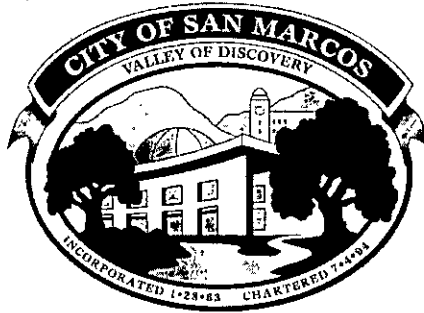
Sincerely,

Paul Malone
City Manager

PM/jm

cc: Liliane Serio, Finance Director

1 Civic Center Drive
San Marcos, CA 92069-2918



Telephone
760.744.1050
FAX: 760.744.7543

May 27, 2010

Jeff Ritchie, Vice President
EDCO Waste and Recycling Services
224 S. Las Posas Road
San Marcos, CA 92078

RE: 2010 Storm Water Management Fees

Dear Mr. Ritchie:

The San Marcos City Council adopted resolution 2001-5684 authorizing a storm water management fee with the condition that the fee be increased on an annual basis in accordance with the Consumer Price Index (CPI) for the San Diego region. The Bureau of Labor Statistics releases CPI information for the San Diego Region on a semi-annual basis.

The storm water management fee usually increases every July 1st due to an increase in the San Diego CPI. In 2009, for the first time since 1955, there was no increase in the CPI. Since there was no increase in the CPI for calendar year 2009, there will be no increase in the 2010 storm water management fee. The FY 2009/10 stormwater management fees will remain in effect for FY 2010/11. They are listed below for your reference.

Residential:	\$2.18
Commercial 3-yard bin (1/week):	\$10.22

Please note that on June 23, 2009, the San Marcos City Council increased the solid waste franchise fee from five percent (5%) to eight percent (8%), for a total of three percent (3%). The rate increase was spread over a two-year period; it increased 1.5% in FY 2009/10 and is scheduled to increase 1.5% in FY 2010/11. Please refer to the attached rate sheet and make the necessary adjustments in your July billing. Thank you in advance for your attention to this matter. If you have any questions, please contact me at (760) 744-1050, extension 3115.

Sincerely,

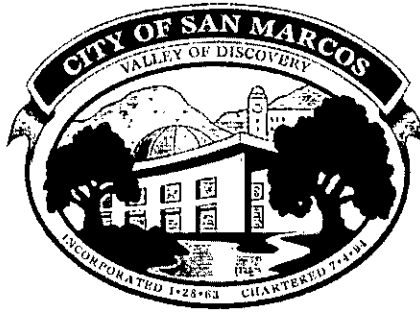
Paul Malone
City Manager

PM/jm

cc: Liliane Serio, Finance Director

Enclosure: City of San Marcos Solid Waste Collection Rates Effective 7/01/10

1 Civic Center Drive
San Marcos, CA 92069-2918



Telephone
760.744.1050
FAX: 760.744.7543

February 28, 2011

Jeff Ritchie
Vice President
EDCO Waste & Recycling Services, Inc.
224 Las Posas Road
San Marcos, CA 92078

RE: Annual Review of Solid Waste Franchise Agreement

Dear Mr. Ritchie:

The City is required to conduct an annual year-end review of EDCO's performance in San Marcos, per section 3.2 of EDCO's franchise agreement. This review is conducted to evaluate the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that your company's performance has exceeded our expectations again this year. There are many accomplishments to list; however, the most important is the implementation of multi-family recycling in the City's apartment communities. This effort will greatly assist the City in meeting the state-mandated waste diversion requirements.

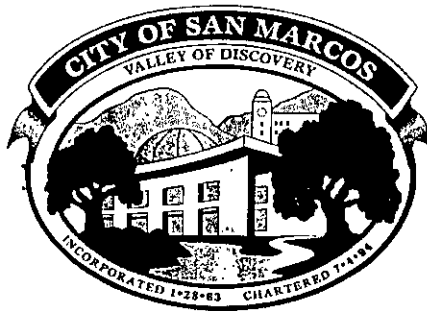
Our performance review records show that when an issue from a resident is referred to EDCO for action, the request is handled courteously, in a timely manner and to the resident's satisfaction. This year EDCO has assisted the City with seven projects in addition to the City's annual Volunteer Improvement and Beautification Event (VIBE). At this year's VIBE, over 15 tons of debris was removed from one neighborhood. Once again, thanks to EDCO, our event was a huge success.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2016. Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to, discuss this matter further, please call me at (760) 744-1050.

Sincerely,

Paul Malone
City Manager

1 Civic Center Drive
San Marcos, CA 92069-2918



Telephone
760.744.1050
FAX: 760.744.7543

February 23, 2012

Jeff Ritchie
Vice President
EDCO Waste & Recycling Services, Inc.
224 Las Posas Road
San Marcos, CA 92078

RE: Annual Performance Review

Dear Mr. Ritchie:

In accordance with the franchise agreement with EDCO Waste & Recycling Services section 3.2, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that over the past year, the quality of your company's service provision has well exceeded our expectations. Upon review of our records, only two calls were received from residents with issues about the truck start time on their street. Once we shared this with your staff, the residents' issues were quickly resolved to their satisfaction. Your customer service and sales staff are always extremely responsive and continue to provide excellent service.

EDCO assisted the City with disposal for many City projects this year, in addition to participating in the City's annual Volunteer Improvement and Beautification Event (VIBE). This year's VIBE included a home which had an unusually large amount of accumulated trash. Your staff worked diligently alongside our volunteers until this trash was disposed. On every occasion, when the City needed assistance with disposal, EDCO staff has responded quickly and with great efficiency.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2017. We look forward to working together to remain in compliance with the state's mandated waste diversion requirement and the state's new mandatory commercial recycling provisions. Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to discuss this matter further, please call me at (760) 744-1050.

Sincerely,

Paul Malone
City Manager



January 30, 2013

Jeff Ritchie
Vice President
EDCO Waste & Recycling Services, Inc.
224 Las Posas Road
San Marcos, CA 92078

RE: Annual Performance Review

Dear Mr. Ritchie:

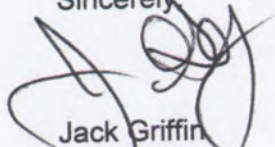
In accordance with the franchise agreement with EDCO Waste & Recycling Services section 3.2, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

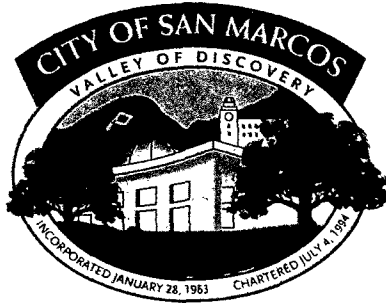
We are pleased to report that the City has been very satisfied with your company's efforts and your service provision has been excellent. This past year EDCO assisted the City with several projects, including expending significant staff time working with businesses to implement the state's new mandatory commercial recycling legislation. For the City's annual Volunteer Improvement and Beautification Event (VIBE), EDCO placed several 40-yd bins throughout the neighborhood for residents' use. This resulted in over 36 tons of debris collected. Once again, thanks to the donation of trash services and EDCO staff, this event was a huge success.

In an effort to reduce the amount of waste from San Marcos that goes into the landfill, EDCO continues to increase the types of material accepted for recycling at the Recycling Buyback Center. Rigid plastic, large styrofoam and home-generated sharps were added to the list of items that are now accepted. The buyback center has evolved into a convenient, one-stop recycling center for San Marcos residents.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2018. Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to discuss this matter further, please call me at (760) 744-1050.

Sincerely,


Jack Griffin
City Manager



January 30, 2014

Jeff Ritchie
Vice President
EDCO Waste & Recycling Services, Inc.
224 Las Posas Road
San Marcos, CA 92078

RE: Annual Performance Review

Dear Mr. Ritchie:

In accordance with the franchise agreement with EDCO Waste & Recycling Services section 3.2, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's service provision. Your customer service, sales and operations staff are always very courteous and provide exceptional service to our residents and businesses. EDCO also assisted the City with disposal and recycling for several City projects this year.

We are fortunate to have the EDCO Recycling Buyback Center here in San Marcos. The buyback center is a convenient, one-stop recycling center for our residents. Thankfully, EDCO continues to increase the types of material accepted for recycling at the buyback center and through the curbside recycling program. This year cartons were added to the list of items that are now accepted for recycling.

We look forward to working with you to increase the amount of businesses that are recycling in San Marcos to ensure continued compliance with state's mandatory commercial recycling legislation, AB 341 and AB 939, the state's mandatory waste diversion requirements.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2019. Congratulations on the one-year extension of EDCO's current contract with the City of San Marcos. If you would like to discuss this matter further, please call me at (760) 744-1050.

Sincerely,

Jack Griffin
City Manager



January 13, 2015

Jeff Ritchie, Vice President
EDCO Waste & Recycling Services, Inc.
224 Las Posas Road
San Marcos, CA 92078

Re: Annual Performance Review

Dear Mr. Ritchie:

In accordance with Section 3.2 of the franchise agreement with EDCO Waste & Recycling Services, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's services. Your customer service, sales, and operations staff are always very courteous and provide exceptional service to our residents, businesses, and City staff.

Just like in previous years, EDCO has also assisted the City with disposal and recycling for many City projects this year. We especially appreciated the help that the company offered and provided as part of the cleanup for the May 2014 wildfires. Your prompt assistance was instrumental in making the cleanup a success.

Residents are also benefiting from the new automated green-waste carts that were provided free of charge in September. The carts provide an easy way for the community to collect grass, leaves, and brush and keep these items out of landfills. We look forward to continuing our joint efforts to increase the number of residents and businesses that are recycling to ensure our ongoing compliance with the state's mandatory waste diversion requirements.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2020.

Congratulations on the one-year extension. If you would like to discuss this matter further, please feel free to call me at (760) 744-1050.

Sincerely,



Jack Griffin
City Manager



February 1, 2016

Jeff Ritchie, Vice President
EDCO Waste & Recycling Services, Inc.
224 Las Posas Road
San Marcos, CA 92078

Re: Annual Performance Review

Dear Mr. Ritchie:

In accordance with Section 3.2 of the franchise agreement with EDCO Waste & Recycling Services, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's services. Your customer service, sales, and operations staff are always very courteous and provide prompt and exceptional service to our residents, businesses, and City staff.

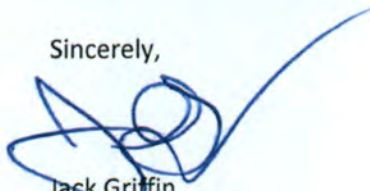
Just like in previous years, EDCO has also assisted the City with disposal and recycling for many City projects this year. We especially appreciate the help that the company is providing as part of the weed abatement in the San Marcos Creek in preparation for the winter storms. Your rapid assistance, flexibility, and patience has been instrumental in making the cleanup a success.

We look forward to continuing our joint efforts to increase the number of residents and businesses that are recycling to ensure our ongoing compliance with the state's mandatory waste diversion requirements. Your guidance in helping the City implement its requirements under the state's new organics recycling law is also appreciated.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2021.

Congratulations on the one-year extension. If you would like to discuss this matter further, please feel free to call me at (760) 744-1050.

Sincerely,



Jack Griffin
City Manager



January 30, 2017

Elmer Heap, Division Manager
EDCO Waste & Recycling Services, Inc.
224 Las Posas Road
San Marcos, CA 92078

Re: Annual Performance Review

Dear Mr. Heap:

In accordance with Section 3.2 of the franchise agreement with EDCO Waste & Recycling Services, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's services. Your customer service, sales, and operations staff are always very courteous and provide prompt and exceptional service to our residents, businesses, and City staff.

Just like in previous years, EDCO has also assisted the City with disposal and recycling for many City-initiated projects this year. We especially appreciate the continued help that the company has provided as part of our weed abatement program. Your rapid assistance and flexibility has been instrumental in making the cleanup a success. I know our residents also welcome your additional free services, including the very popular e-waste and shredding event, as well as your Christmas tree recycling drop-off – both of which saw significant increases in turnout over the past year.

We look forward to continuing our joint efforts to increase the number of residents and businesses that are recycling to ensure our ongoing compliance with the state's mandatory waste diversion requirements. Your help in implementing the state's new organics recycling law is also appreciated.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2022.

Congratulations on the one-year extension. If you would like to discuss this matter further, please feel free to call me at (760) 744-1050.

Sincerely,



Jack Griffin
City Manager

RESOLUTIONS

EDCO DISPOSAL

FEE RATES

FEE SCHEDULES

NAME CHANGE FROM MASHBURN TO EDCO

OTHERS

RESOLUTION NO. 88- 2785

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN MARCOS APPROVING AN AGREEMENT
FOR REFUSE COLLECTION AND DISPOSAL SERVICES
WITH MASHBURN SANITATION COMPANY

WHEREAS, the San Marcos City Council has determined that a sole source contract for refuse collection and disposal services to occupied premises in San Marcos would best serve the interests of the City; and

WHEREAS, the City has previously entered into such contracts with Mashburn Sanitation Company, awarding said firm the sole and exclusive right to perform such services within the corporate limits of San Marcos; and

WHEREAS, such contracts have been executed, for terms of five (5) years, with options to extend for a like period of time, from 1963 to the present; and

WHEREAS, the most recently approved five (5) year term of said contract expires on March 26, 1988; and

WHEREAS, the City's contractual relationship with Mashburn Sanitation has historically yielded consistently high levels of service and customer satisfaction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Marcos does hereby approve and authorize a new agreement awarding a sole and exclusive franchise for the collection and disposal of refuse materials to Mashburn Sanitation Company for a period of five (5) years with an option for extending the franchise agreement beyond March 1993 through one of two alternatives:

- a) add an additional five (5) year option to extend the franchise agreement through March of 1998; or
- b) adding an additional year to the current 5 year option to extend (ending in March of 1993) at the end of each calendar year upon the successful conclusion of an administrative review and evaluation of the service provided by Mashburn Sanitation.

Alternative (b) would provide for a continuous 5 year franchise agreement until such time as the administrative evaluation determined that the franchise agreement was no longer in the City's best interest and should therefore be altered.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos at its regular meeting held on the 23rd day of February, 1988 by the following roll call vote:

AYES:	COUNCILMEMBERS:	HARRIS, LOSCHER, PRESTON, SMITH, THIBADEAU
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE

ATTEST:


SHEILA A. KENNEDY, CITY CLERK


LEE B. THIBADEAU, MAYOR
CITY OF SAN MARCOS

0028r/ADMIN

RESOLUTION NO. 95-4590

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS APPROVING AN AMENDED RATE SCHEDULE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

WHEREAS, Mashburn Sanitation Company currently provides refuse collection, curbside recycling, and green waste services within San Marcos pursuant to its franchise agreement with the City; and

WHEREAS, said agreement provides for periodic adjustment of the rates charged for such services, to reflect operational savings realized from decreases in landfill tip fees charged at County landfills; and

WHEREAS, the County Board of Supervisors and Solid Waste Management Authority approved a landfill tip fee decrease of \$7.50 per ton, effective July 1, 1995; and

WHEREAS, pursuant to Section 5.16 of its franchise agreement, Mashburn Sanitation has submitted a proposal for downward adjustment of its service rates to reflect a pass-through of savings associated with said decrease; and

WHEREAS, Mashburn has incurred, without reimbursement to date, \$234,289 in landfill tip fee surcharges assessed against waste generated within the City of San Marcos from October 1, 1994 to January 31, 1995; and

WHEREAS, for the balance of Fiscal Year 1995-96, Mashburn has proposed a pass through of July 1, 1995 tip fee savings in a manner which would permit full recovery of the firm's expense in connection with same; and

WHEREAS, thereafter, the full benefit of the July 1, 1995 tip fee reduction would be passed through to the firm's San Marcos customers beginning in Fiscal Year 1996-97; and

WHEREAS, the City Council has reviewed Mashburn's assumptions and calculations in support of this proposal and found them to be an accurate reflection of savings due San Marcos ratepayers in connection with the referenced tip fee reduction, net of surcharge costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Marcos does hereby establish the following amended rate schedule for refuse collection and recycling services within the City, said schedule to take effect September 1, 1995:

City of San Marcos Residential Waste Collection Service Rates Effective September 1, 1995*			
	Current Monthly Rates	Rate Decrease	New Monthly Rates
Residential Street	\$15.82	\$.15	\$15.67
Yard Stop A	\$20.13	\$.15	\$19.98
Yard Stop B	\$24.18	\$.15	\$24.03
Yard Stop C	\$29.82	\$.15	\$29.67
Easement 1	\$17.06	\$.15	\$16.91
Easement 2	\$18.30	\$.15	\$18.15
Residential Units			
First Unit	\$15.82	\$.15	\$15.67
Each Additional Unit	\$14.30	\$.15	\$14.15
Family Mobile Home Park	\$13.79	\$.15	\$13.64
Adult Mobile Home Park	\$13.16	\$.15	\$13.01

- * Combined waste collection and (where applicable) curbside recycling and green waste rates

City of San Marcos Commercial Waste Collection Service Rates
Effective September 1, 1995

2 CUBIC YARD BIN

<u>Service Frequency</u>	<u>Current Rate</u>	<u>Rate Decrease</u>	<u>New Rate</u>
1 time per week	\$ 66.99	\$ 1.04	\$ 65.95
2 times per week	\$122.40	\$ 2.08	\$120.32
3 times per week	\$177.83	\$ 3.12	\$174.71
4 times per week	\$233.32	\$ 4.16	\$229.16
5 times per week	\$288.67	\$ 5.20	\$283.47
6 times per week	\$344.09	\$ 6.24	\$337.85

3 CUBIC YARD BIN

<u>Service Frequency</u>	<u>Current Rate</u>	<u>Rate Decrease</u>	<u>New Rate</u>
1 time per week	\$ 92.86	\$ 1.56	\$ 91.30
2 times per week	\$168.37	\$ 3.12	\$165.25
3 times per week	\$243.88	\$ 4.68	\$239.20
4 times per week	\$319.51	\$6.24	\$313.27
5 times per week	\$394.91	\$ 7.80	\$387.11
6 times per week	\$470.42	\$ 9.36	\$461.06

4 CUBIC YARD BIN

<u>Service Frequency</u>	<u>Current Rate</u>	<u>Rate Decrease</u>	<u>New Rate</u>
1 time per week	\$123.82	\$ 2.08	\$121.74
2 times per week	\$224.80	\$ 4.16	\$220.64
3 times per week	\$325.18	\$ 6.24	\$318.94
4 times per week	\$425.99	\$ 8.32	\$417.67
5 times per week	\$526.55	\$10.40	\$516.15
6 times per week	\$627.23	\$12.48	\$614.75

5 CUBIC YARD BIN

<u>Service Frequency</u>	<u>Current Rate</u>	<u>Rate Decrease</u>	<u>New Rate</u>
1 time per week	\$144.61	\$ 2.60	\$142.01
2 times per week	\$260.30	\$ 5.20	\$255.10
3 times per week	\$376.00	\$ 7.80	\$368.20
4 times per week	\$491.88	\$10.40	\$481.48
5 times per week	\$607.40	\$13.00	\$594.40
6 times per week	\$723.12	\$15.60	\$707.52

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos, California at its regular meeting held on the 22nd day of August, 1995, by the following roll call vote:

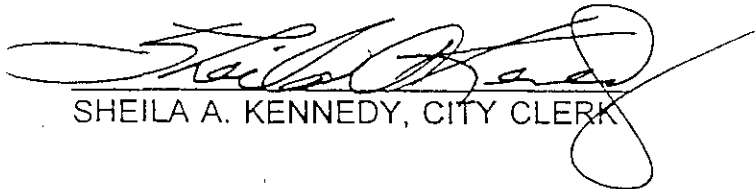
AYES: COUNCILMEMBERS: GENTRY, YOCUM, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: EVANS, HARRIS


F. H. "CORKY" SMITH, MAYOR

ATTEST:


SHEILA A. KENNEDY, CITY CLERK

RESOLUTION NO. 96-4720

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS APPROVING AN AMENDED RATE SCHEDULE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

WHEREAS, Mashburn Waste & Recycling Services currently provides refuse collection, curbside recycling and green waste diversion services within San Marcos pursuant to a franchise agreement with the City; and

WHEREAS, that agreement provides for periodic adjustment of the rates charged for such services, to reflect savings derived from reductions in the tip fees charged by operators of solid waste facilities; and

WHEREAS, the County Board of Supervisors and Solid Waste Management Authority approved two landfill tip fee reductions of \$7.50 per ton each, effective July 1, 1995; and July 1, 1996, respectively; and

WHEREAS, in August, 1995, the City Council approved a rate amendment reflecting a partial pass-through of savings associated with the first of these tip fee reductions to enable Mashburn to recoup, in Fiscal Year 1995-96, tip fee surcharges incurred by that firm from October 1994 to January, 1995; and

WHEREAS, the City Council resolution approving that rate reduction stipulated that the full benefit of the July 1995, tip fee reduction would be realized by San Marcos ratepayers in the form of a supplemental pass-through of savings in Fiscal Year 1996-97; and

WHEREAS, ratepayers are further entitled to a direct pass-through of savings associated with the July, 1996 tip fee reduction; and

WHEREAS, Mashburn has submitted a proposed rate schedule which would effect a pass-through of the balance of the savings resulting from the 1995 tip reduction and all of savings

derived from the 1996 tip fee reduction, commencing with the firm's September, 1996 billing; and

WHEREAS, the proposed pass-throughs are net of increased green waste tip fee costs incurred by Mashburn since July 1, 1996.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Marcos does hereby establish the following amended rate schedule for refuse collection and recycling services within the City, effective September 1, 1996:

<u>City of San Marcos Residential Waste Collection Service Rates</u> <u>Effective September 1, 1996*</u>		
	<u>Current Monthly Rates</u>	<u>New Monthly Rates</u>
Residential Street	\$15.67	\$14.57
Yard Stop A	\$19.98	\$18.88
Yard Stop B	\$24.03	\$22.93
Yard Stop C	\$29.67	\$28.57
Easement 1	\$16.91	\$15.81
Easement 2	\$18.15	\$17.05
Residential Units		
First Unit	\$15.67	\$14.57
Each Additional Unit	\$14.15	\$13.05
Family Mobile Home Park	\$13.64	\$12.54
Adult Mobile Home Park	\$13.01	\$11.91

* Combined waste collection and (where applicable) curbside recycling and green waste rates


<u>City of San Marcos Commercial Waste Collection Service Rates</u> <u>Effective September 1, 1996</u>		
2 CUBIC YARD BIN		
<u>Service Frequency</u>	<u>Current Rate</u>	<u>New Rate</u>
1 time per week	\$ 65.95	\$56.86
2 times per week	\$120.32	\$102.14
3 times per week	\$174.71	\$147.96
4 times per week	\$229.16	\$192.79
5 times per week	\$283.47	\$238.01
6 times per week	\$337.85	\$283.30
3 CUBIC YARD BIN		
<u>Service Frequency</u>	<u>Current Rate</u>	<u>New Rate</u>
1 time per week	\$ 91.30	\$ 77.67
2 times per week	\$165.25	\$137.98
3 times per week	\$239.20	\$198.28
4 times per week	\$313.27	\$258.72
5 times per week	\$387.11	\$318.93
6 times per week	\$461.06	\$379.23
4 CUBIC YARD BIN		
<u>Service Frequency</u>	<u>Current Rate</u>	<u>New Rate</u>
1 time per week	\$121.74	\$103.56
2 times per week	\$220.64	\$184.27
3 times per week	\$318.94	\$264.39
4 times per week	\$417.67	\$344.93
5 times per week	\$516.15	\$425.22
6 times per week	\$614.75	\$505.64
5 CUBIC YARD BIN		
<u>Service Frequency</u>	<u>Current Rate</u>	<u>New Rate</u>
1 time per week	\$142.01	\$119.28
2 times per week	\$255.10	\$209.64
3 times per week	\$368.20	\$300.01
4 times per week	\$481.48	\$390.55
5 times per week	\$594.40	\$480.74
6 times per week	\$707.52	\$571.13

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos,
California at its regular meeting held on the 27th day of August, 1996, by the following roll call
vote:


AYES: COUNCILMEMBERS: EVANS, GENTRY, HARRIS, YOCUM, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS NONE


F. H. "CORKY" SMITH, MAYOR

ATTEST:


SHEILA A. KENNEDY, CITY CLERK

RESOLUTION NO. 97-4811

A RESOLUTION OF THE SAN MARCOS CITY COUNCIL AUTHORIZING
PURSUIT OF AN AGREEMENT FOR ONE OR MORE SOLID WASTE
DISPOSAL OPTIONS

WHEREAS, depositions of solid waste to the San Marcos Landfill will cease at close of business on March 11, 1997; and

WHEREAS, closure of the Landfill necessitates the evaluation of, and selection from among, certain waste disposal options for the City of San Marcos and other north county communities; and

WHEREAS, staff and Mashburn waste and Recycling Services have identified a number of feasible alternatives and ranked them in order of availability and cost-effectiveness.

NOW THEREFORE, the City Council resolves as follows:

The City Manager and Mashburn Waste & Recycling Services are hereby authorized to pursue an agreement for one or more of the following solid disposal alternatives in the order of priority noted:

1. Effective March 12, use of Palomar Transfer Station pursuant to a negotiated "day rate" not to exceed \$38 per ton, with no long term commitment of waste;
2. Once available, and presuming tip fees and other terms competitive with the Palomar facility, potential use of the EDI transfer station in Escondido;
3. In the absence of either of the above alternatives, direct haul to either the Sycamore or Miramar Landfills, dependent upon which site offers the most attractive terms and entails the lowest overall costs;
4. Other cost-competitive options as they become available.

BE IT FURTHER RESOLVED that any adjustments to Mashburn's waste service fee schedule occasioned by the select alternative shall be approved by the City Council prior to execution of a binding commitment of City waste to same.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos, California at its regular meeting held on the 25th day of February, 1997, by the following roll call vote:

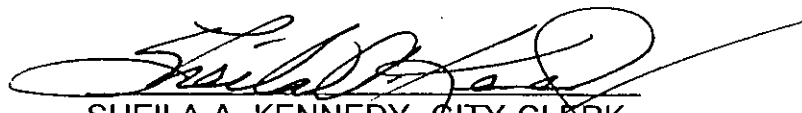
AYES: COUNCILMEMBERS: ANDRADE, GENTRY, HARRIS-EBERT, MARTIN, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE


F. H. "CORKY" SMITH, MAYOR

ATTEST:


SHEILA A. KENNEDY, CITY CLERK

RESOLUTION NO. 98-5064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN MARCOS APPROVING THE SALE OF MASHBURN
WASTE & RECYCLING SERVICES AND TRANSFER OF
THE CITY'S SOLID WASTE FRANCHISE AGREEMENT TO
EDCO DISPOSAL CORPORATION

WHEREAS, Section 8.68.290 of the San Marcos Municipal Code confers upon the City Council the right to issue, and approve any subsequent transfer of, an exclusive franchise for the collection and disposal of solid waste and recyclables within the City limits; and

WHEREAS, the City Council has previously entered into an exclusive franchise ("Agreement") for such services with Mashburn Waste & Recycling Services; and

WHEREAS, said Agreement also requires the City's prior written consent to the transfer of any rights conferred thereunder; and

WHEREAS, Mashburn ownership has advised of EDCO Disposal Corporation's proposed acquisition of a 100% ownership interest in the firm and formally requested City Council approval of that purchase and the concurrent transfer of Mashburn's franchise with the City; and

WHEREAS, review of EDCO's finances, experience and corporate philosophy indicates the company is well qualified to assume the duties of the City's exclusive provider of waste and recycling services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of San Marcos, that transfer of the City's current solid waste franchise agreement with Mashburn Waste & Recycling Services to EDCO Disposal Corporation is hereby approved, effective upon the date the latter acquires a 100% interest in Mashburn.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos at its regular meeting held on the 14th day of July, 1998 by the following roll call vote:

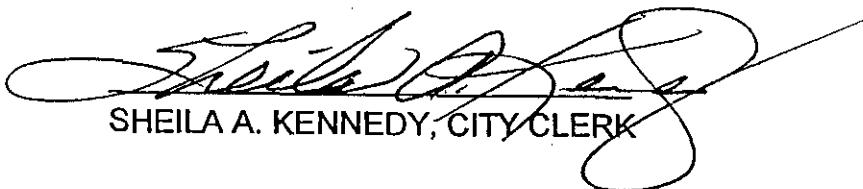
AYES: COUNCILMEMBERS: ANDRADE, GENTRY, HARRIS-EBERT, MARTIN,
SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE


F. H. "CORKY" SMITH, MAYOR

ATTEST:


SHEILA A. KENNEDY, CITY CLERK

RESOLUTION NO. 2000-5368

A RESOLUTION OF THE SAN MARCOS CITY COUNCIL
APPROVING AN AUTOMATED RESIDENTIAL WASTE
COLLECTION SYSTEM AND AUTHORIZING A "SECOND
CAN" CHARGE IN CONNECTION THEREWITH

WHEREAS, the City of San Marcos presently contracts with EDCO Waste and Recycling Services, Inc. for waste collection services; and

WHEREAS, EDCO is seeking permission to implement an automated single-family residential waste collection program in San Marcos; and

WHEREAS, said program would yield greater operating efficiencies than the present manual loading system, resulting in fewer truck trips on city streets and a corresponding reduction in pollution; and

WHEREAS, conversion to an automated system would be accomplished at no cost to the City or public, except for a "second can" charge of \$3.25 per month for households requesting a second 90 gallon waste container; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS AS FOLLOWS:

1. The Automated Residential Collection Program Implementation Schedule outlined in Exhibit "A" hereto is approved.
2. Except as provided in #3, below, automation shall be implemented at no cost to the City or EDCO's San Marcos customer base.
3. EDCO's rate schedule for waste & recycling services is hereby amended to provide for a \$3.25 per month "second can" charge to


households requesting a second 90 gallon waste container in connection with the automated collection program.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos this 25th day of January, 2000, by the following roll call votes:

AYES: COUNCILMEMBERS: HARRIS, MARTIN, McAULEY, ROZMUS, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE


F. H. "Corky" Smith, Mayor
City of San Marcos

ATTEST:

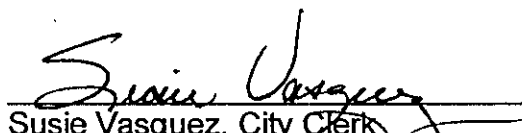

Susie Vasquez, City Clerk
City of San Marcos

EXHIBIT "A"

City of San Marcos Automated Collection Program
Implementation Schedule

<u>Month</u>	<u>Activity</u>
Jan. 25	City of San Marcos approves program at City Council Meeting.
Jan. 26	Begin drafting public information flyers, brochure, reminder tags, newspaper ads and <i>Environmental Times</i> newsletter articles.
Mar. 13	Issue press release about the proposed automated service.
April	Review initial drafts of automated collection program brochure, reminder tags, public information flyers and advertisements. Contact community groups and service organizations to schedule presentations about the coming automated service.
July	Deliver automated collection trucks to EDCO Waste & Recycling Services. Begin driver training on the new equipment. Publish advertisements in local newspaper about upcoming automated service.
July 3	Hire temporary employees for cart assembly and delivery crew. Approve final drafts of automated program brochure, reminder tags and new service announcement flyers; print materials.
August	Assemble automated program information packets (attached to carts on delivery). Set up display of new automated carts at City offices and Community Center.
Aug. 03	Deliver automated carts to assembly site. Begin cart assembly (attach wheels and lids). Develop customer data base forms for entering serial numbers from carts during delivery.
Aug. 14	Distribute informational flyers in residential curbside recycling containers 8/16-8/31.
Sep. 04	Distribute informational flyer in San Marcos residential billing.
Sep. 11	Automated cart delivery to San Marcos residents, Sep. 11-15.
Sep. 18	Automated collection supported by manual pick-up for two weeks. Collect unwanted trash cans for two weeks.
Oct. 02	Begin fully automated collection throughout the city.

RESOLUTION NO. 2001-5684

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS APPROVING AN AMENDED RATE SCHEDULE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES, AN INCREASED AB 939 FEE AND A NEW STORM WATER MANAGEMENT FEE

WHEREAS, EDCO Waste and Recycling Services, Inc. currently provides refuse collection and curbside recycling services within San Marcos pursuant to its franchise agreement with the City; and

WHEREAS, said agreement provides for periodic adjustment in the rates charged for such services, to offset increased operating and capital costs associated with inflation; and

WHEREAS, EDCO has incurred significant "cost of living" expenses since its last CPI rate adjustment in 1994; and

WHEREAS, pursuant to Sections 5.16 and 5.17 of its franchise agreement, EDCO has submitted a request for adjustment of its service rates to offset these expenses; and

WHEREAS, the City Council has reviewed EDCO's proposed rate adjustments and found them to conform to the rate adjustment provisions of the franchise agreement; and

WHEREAS, AB 939 imposes numerous source reduction and recycling duties on cities and counties and authorizes affected jurisdictions to recover their actual costs of implementing those unfunded mandates; and

WHEREAS, the City has determined that its direct cost of implementing the mandates of AB 939 amount to some \$75,000 annually; and

WHEREAS, the Federal Clean Water Act ("The Act") imposes significant, and similarly unfounded, storm water management duties upon the City, via the San Diego Regional Water Quality Control Board NPDES compliance program; and

WHEREAS, the City has determined that its NPDES compliance costs will run to a minimum of \$1,361,623 annually, and as high as \$2,474,490 in the near term; and

WHEREAS, both AB 939 and The Act impose significant penalties upon those jurisdictions which fail to comply with their provisions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Marcos as follows:

1. The amended Solid Waste & Recycling Services Rate Schedule attached as Exhibit A hereto is adopted, effective July 1, 2001.
2. A monthly AB 939 implementation fee equivalent to 3% of the prevailing waste collection and recycling charge(s) for each category of residential service is adopted, effective July 1, 2001, pursuant to Exhibit A hereto. Said fee shall adjust automatically and concurrently with future adjustments to the Solid Waste & Recycling Services Rate Schedule.
3. A City-wide Storm Water Management Fee applicable to all residential and business waste & recycling accounts is hereby adopted, effective July 1, 2001, pursuant Exhibit A hereto. Such fees shall adjust automatically, and without need for further City Council action each July 1st, pursuant to the Consumer Price Index for the San Diego region, or the successor thereto, until such time as the revenues generated therefrom are sufficient to offset the City's full cost of complying with NPDES storm water management requirements..

4. The City Council hereby finds that the referenced AB 939 fee and city-wide storm water management fee are necessary to recover a portion of the City's direct costs of implementing state and/or federal requirements related to such programs and, in the absence of state and federal assistance for these unfunded mandates, are critical to the City's ability to comply with same and avoid statutory sanctions.

BE IT FURTHER RESOLVED that the above rates shall take effect July 1, 2001.

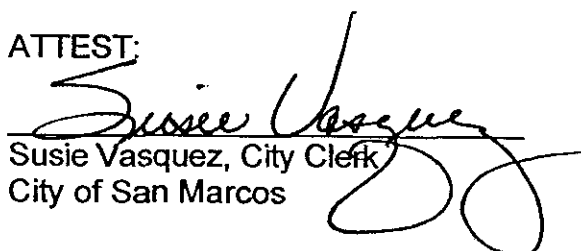
PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos, California at their regular meeting held on the 26th day of June, 2001, by the following roll call vote:

AYES: COUNCILMEMBERS: HARRIS, MARTIN, ROZMUS, THIBADEAU, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ATTEST:


Susie Vasquez, City Clerk
City of San Marcos

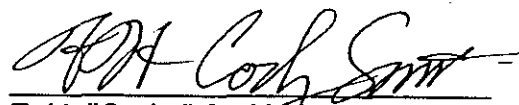

F. H. "Corky" Smith, Mayor
City of San Marcos

Exhibit A CC Resolution No. 01-
EDCO Waste and Recycling Services, Inc.
Rate Schedule
Effective July 1, 2001 for FY 2001-02

Service Level	Current Rate	Incremental		Total Rate Increase	New Rate	New AB 939 Fee @ 3%	Stormwater Management Fee	Total Charges
		CPI Increase 6.80%	Franchise Fee @5%					
Residential Street	\$14.57	0.99	0.05	1.04	\$15.61	0.44	1.65	\$17.70
Yard Stop A	\$18.18	1.24	0.06	1.30	\$19.48	0.55	1.65	\$21.68
Yard Stop B	\$22.93	1.56	0.08	1.64	\$24.57	0.69	1.65	\$26.91
Yard Stop C	\$28.57	1.94	0.10	2.04	\$30.61	0.86	1.65	\$33.12
Easement 1	\$15.81	1.08	0.05	1.13	\$16.94	0.47	1.65	\$19.06
Easement 2	\$17.05	1.16	0.06	1.22	\$18.27	0.51	1.65	\$20.43
Units								
Residential Unit	\$14.57	0.99	0.05	1.04	\$15.61	0.44	1.65	\$17.70
Each Addt. Unit	\$13.05	0.89	0.04	0.93	\$13.98	0.39	1.65	\$16.02
Mobile Home Parks								
Family Park	\$12.54	0.85	0.04	0.90	\$13.44	0.38	1.65	\$15.47
Adult Park	\$11.91	0.81	0.04	0.85	\$12.76	0.36	1.65	\$14.77
Commercial Can	\$17.84	1.21	0.06	1.27	\$19.11	N/A	1.65	\$20.76
Commercial Bins								
2 Yard Bin								
1 x week	\$56.86	3.87	0.19	4.06	\$60.92	N/A	5.20	\$66.12
2 x week	\$102.14	6.95	0.35	7.29	\$109.43	N/A	10.39	\$119.82
3 x week	\$147.96	10.06	0.50	10.56	\$158.52	N/A	15.59	\$174.11
4 x week	\$192.79	13.11	0.66	13.77	\$206.56	N/A	20.78	\$227.34
5 x week	\$238.01	16.18	0.81	16.99	\$255.00	N/A	25.98	\$280.98
6 x week	\$283.30	19.26	0.96	20.23	\$303.53	N/A	31.18	\$334.71
3 Yard Bin								
1 x week	\$77.67	5.28	0.26	5.55	\$83.22	N/A	7.79	\$91.01
2 x week	\$137.98	9.38	0.47	9.85	\$147.83	N/A	15.59	\$163.42
3 x week	\$198.28	13.48	0.67	14.16	\$212.44	N/A	23.38	\$235.82
4 x week	\$285.72	19.43	0.97	20.40	\$306.12	N/A	31.18	\$337.30
5 x week	\$318.93	21.69	1.08	22.77	\$341.70	N/A	38.97	\$380.67
6 x week	\$379.23	25.79	1.29	27.08	\$406.31	N/A	46.76	\$453.07
4 Yard Bin								
1 x week	\$103.56	7.04	0.35	7.39	\$110.95	N/A	10.39	\$121.34
2 x week	\$184.27	12.53	0.63	13.16	\$197.43	N/A	20.78	\$218.21
3 x week	\$264.39	17.98	0.90	18.88	\$283.27	N/A	31.18	\$314.45
4 x week	\$344.93	23.46	1.17	24.63	\$369.56	N/A	41.57	\$411.13
5 x week	\$425.22	28.91	1.45	30.36	\$455.58	N/A	51.96	\$507.54
6 x week	\$505.64	34.38	1.72	36.10	\$541.74	N/A	62.35	\$604.09
5 Yard Bin								
1 x week	\$119.28	8.11	0.41	8.52	\$127.80	N/A	12.99	\$140.79
2 x week	\$209.64	14.26	0.71	14.97	\$224.61	N/A	25.98	\$250.59
3 x week	\$300.01	20.40	1.02	21.42	\$321.43	N/A	38.97	\$360.40
4 x week	\$390.55	26.56	1.33	27.89	\$418.44	N/A	51.96	\$470.40
5 x week	\$480.74	32.69	1.63	34.32	\$515.06	N/A	99.27	\$614.33
6 x week	\$571.13	38.84	1.94	40.78	\$611.91	N/A		

RESOLUTION NO. 2003-6050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, CALIFORNIA, APPROVING AN AUTOMATED, CO-MINGLED RESIDENTIAL CURBSIDE RECYCLING SYSTEM

WHEREAS, AB 939 mandates that all cities in California divert a minimum of 50% of their municipal wastestream from landfills; and

WHEREAS, the City of San Marcos, through its solid waste franchisee, EDCO Waste & Recycling Services, presently operates a source-separated, manual collection, residential curbside recycling system as one of several elements of its diversion program; and

WHEREAS, conversion of the curbside program to a co-mingled, automated system would afford certain efficiencies of operation, increased resident participation, and environmental benefits associated with a smaller collection fleet; and

WHEREAS, the City and EDCO are desirous of realizing such enhancements; and

WHEREAS, EDCO has committed to implementing an automated recycling program City-wide, with said conversion amortized entirely through the increased efficiencies which would accrue to the firm, with no increase in recycling service rates.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Marcos as follows:

1. Conversion of the City's existing source-separated, manual residential curbside recycling program to a co-mingled (single can) automated system by EDCO Waste & Recycling Services is hereby approved.


2. Said conversion shall be effected at no cost to the rate paying customer or the City of San Marcos and EDCO shall make every effort to accomplish the same prior to January 1, 2004.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos this 11th day of February, 2003, by the following roll call votes:

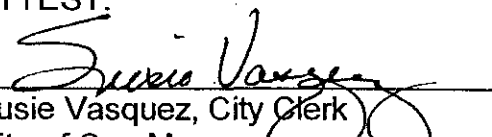
AYES: COUNCILMEMBERS: HARRIS, MARTIN, PRESTON, THIBADEAU, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE


F. H. "Corky" Smith, Mayor
City of San Marcos

ATTEST:


Susie Vasquez, City Clerk
City of San Marcos

RESOLUTION NO. 2003-6124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, APPROVING AN AMENDED RATE SCHEDULE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES AND ATTENDANT INCREASE IN THE CITY'S AB 939 FEE

WHEREAS, EDCO Waste and Recycling Services, Inc. currently provides refuse collection and curbside recycling services within San Marcos pursuant to its franchise agreement with the City; and

WHEREAS, said agreement provides for periodic adjustment in the rates charged for such services, to offset increased operating and capital costs associated with inflation; and

WHEREAS, EDCO has incurred "cost of living" expenses since its last CPI rate adjustment in July, 2001; and

WHEREAS, pursuant to Sections 5.16 and 5.17 of its franchise agreement, EDCO has submitted a request for adjustment of its service rates to offset these expenses; and

WHEREAS, the City Council has reviewed EDCO's proposed rate adjustments and found them to conform to the rate adjustment provisions of the franchise agreement; and

WHEREAS, AB 939 imposes numerous source reduction and recycling duties on cities and counties and authorizes affected jurisdictions to recover their actual costs of implementing those unfunded mandates; and

WHEREAS, the City has previously determined that its direct cost of implementing the mandates of AB 939 amount to at least \$75,000 annually.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of San Marcos, as follows:

1. The amended Solid Waste & Recycling Services Rate Schedule attached as Exhibit A hereto is adopted, effective July 1, 2003
2. The City Council hereby finds that the referenced AB 939 fee increase is necessary to recover a portion of the City's direct costs of implementing state recycling requirements and, in the absence of state assistance for these unfunded mandates, is critical to the City's ability to comply with same and avoid statutory sanctions.

BE IT FURTHER RESOLVED that the above rates shall take effect July 1, 2003.

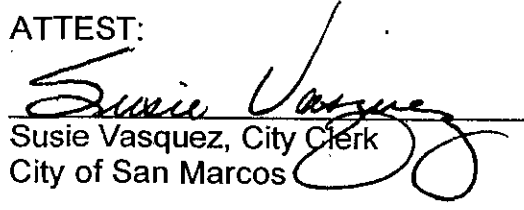
PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos, California at their regular meeting held on the 27th day of May, 2003, by the following roll call votes:

AYES: COUNCILMEMBERS: HARRIS, PRESTON, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: MARTIN, THIBADEAU

ATTEST:


Susie Vasquez, City Clerk
City of San Marcos

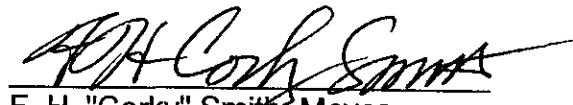

F. H. "Corky" Smith, Mayor
City of San Marcos

EXHIBIT A

SAN MARCOS RATES - FISCAL YEAR 2003-2004

Service Level	Current Waste Rate	Current AB939 Fee	CPI Increase Waste Rate 4% Increase	AB939 Fee Increase @ 4%	New Waste Rate	New AB939 Fee	Incremental Franchise Fee @ 5%	Total Rate Increase	New Rate**
Residential Street									
Yard Stop A	\$15.61	\$0.44	\$0.62	\$0.02	\$16.25	\$0.46	\$0.03	\$0.67	\$16.72
Yard Stop B	\$19.48	\$0.55	\$0.78	\$0.02	\$20.28	\$0.57	\$0.04	\$0.84	\$20.87
Yard Stop C	\$24.57	\$0.69	\$0.98	\$0.03	\$25.58	\$0.72	\$0.05	\$1.06	\$26.32
Easement 1	\$30.61	\$0.86	\$1.22	\$0.03	\$31.87	\$0.89	\$0.06	\$1.32	\$32.79
Easement 2	\$16.94	\$0.47	\$0.68	\$0.02	\$17.64	\$0.49	\$0.03	\$0.73	\$18.14
Units	\$18.27	\$0.51	\$0.73	\$0.02	\$19.02	\$0.53	\$0.04	\$0.79	\$19.57
Residential Unit									
Each Addt. Unit	\$15.61	\$0.44	\$0.62	\$0.02	\$16.25	\$0.46	\$0.03	\$0.67	\$16.72
Mobile Home Parks									
Family Park	\$13.44	\$0.38	\$0.54	\$0.02	\$13.99	\$0.40	\$0.03	\$0.58	\$14.40
Adult Park	\$12.76	\$0.36	\$0.51	\$0.01	\$13.28	\$0.37	\$0.03	\$0.55	\$13.67
Commercial Can									
	\$19.11		\$0.76	\$0.00	\$19.87	\$0.00	\$0.04	\$0.80	\$19.91
Commercial Bins									
2 Yard Bin									
1 x week	\$60.92		\$2.44	\$0.00	\$63.36	\$0.00	\$0.12	\$2.56	\$63.48
2 x week	\$109.43		\$4.38	\$0.00	\$113.81	\$0.00	\$0.22	\$4.60	\$114.03
3 x week	\$158.52		\$6.34	\$0.00	\$164.86	\$0.00	\$0.32	\$6.66	\$165.18
4 x week	\$206.56		\$8.26	\$0.00	\$214.82	\$0.00	\$0.41	\$8.68	\$215.24
5 x week	\$255.00		\$10.20	\$0.00	\$265.20	\$0.00	\$0.51	\$10.71	\$265.71
6 x week	\$303.53		\$12.14	\$0.00	\$315.67	\$0.00	\$0.61	\$12.75	\$316.28
3 Yard Bin									
1 x week	\$83.22		\$3.33	\$0.00	\$86.55	\$0.00	\$0.17	\$3.50	\$86.72
2 x week	\$147.83		\$5.91	\$0.00	\$153.74	\$0.00	\$0.30	\$6.21	\$154.04
3 x week	\$212.44		\$8.50	\$0.00	\$220.94	\$0.00	\$0.42	\$8.92	\$221.36
4 x week	\$306.12		\$12.24	\$0.00	\$318.36	\$0.00	\$0.61	\$12.86	\$318.98
5 x week	\$341.70		\$13.67	\$0.00	\$355.37	\$0.00	\$0.68	\$14.35	\$356.05
6 x week	\$406.31		\$16.25	\$0.00	\$422.56	\$0.00	\$0.81	\$17.07	\$423.38
4 Yard Bin									
1 x week	\$110.95		\$4.44	\$0.00	\$115.39	\$0.00	\$0.22	\$4.66	\$115.61
2 x week	\$197.43		\$7.90	\$0.00	\$205.33	\$0.00	\$0.39	\$8.29	\$205.72
3 x week	\$283.27		\$11.33	\$0.00	\$294.60	\$0.00	\$0.57	\$11.90	\$295.17
4 x week	\$369.56		\$14.78	\$0.00	\$384.34	\$0.00	\$0.74	\$15.52	\$385.08
5 x week	\$455.58		\$18.22	\$0.00	\$473.80	\$0.00	\$0.91	\$19.13	\$474.71
6 x week	\$541.74		\$21.67	\$0.00	\$563.41	\$0.00	\$1.08	\$22.75	\$564.49
5 Yard Bin									
1 x week	\$127.80		\$5.11	\$0.00	\$132.91	\$0.00	\$0.26	\$5.37	\$133.17
2 x week	\$224.61		\$8.98	\$0.00	\$233.59	\$0.00	\$0.45	\$9.43	\$234.04
3 x week	\$321.43		\$12.86	\$0.00	\$334.29	\$0.00	\$0.64	\$13.50	\$334.93
4 x week	\$418.44		\$16.74	\$0.00	\$435.18	\$0.00	\$0.84	\$17.57	\$436.01
5 x week	\$515.06		\$20.60	\$0.00	\$535.66	\$0.00	\$1.03	\$21.63	\$536.69
6 x week	\$611.91		\$24.48	\$0.00	\$636.39	\$0.00	\$1.22	\$25.70	\$637.61

** Rates do not include Storm Water Management Fees which are collected by EDCO on behalf of the City

RESOLUTION NO 2004-6396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN MARCOS AMENDING EDCO'S RATE SCHEDULE FOR
SOLID WASTE AND RECYCLING SERVICES TO ESTABLISH
FEES FOR THE COLLECTION, TRANSPORTATION,
CONTENTS DISPOSAL AND IMPOUND OF UNAUTHORIZED
SOLID WASTE AND RECYCLING CONTAINERS

WHEREAS, Ordinance No. 2004-1227 (amending Chapter 8.68 of the Municipal Code) provides for the abatement of unauthorized solid waste and recycling containers by the City's solid waste franchisee, with prior authorization from the City Manager or his/her designee; and

WHEREAS, said ordinance further provides for the recovery of collection, transportation, disposal and impound costs from the owner of unauthorized containers; and

WHEREAS, the City Council has previously established a master rate schedule setting forth the charges which EDCO, the City's solid waste and recycling franchisee, is authorized to assess for the services it provides.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of San Marcos that the EDCO Master Rate Schedule is hereby amended as follows:

1. The rate charged for the collection and transportation of unauthorized 14 or 40 yard roll-off container shall be \$189.90 per container.
2. The rates charged for the collection and transportation of any unauthorized two (2), three (3), four (4) or five (5) yard container shall be those fees established pursuant to City Council Resolution No. 2003-6124.

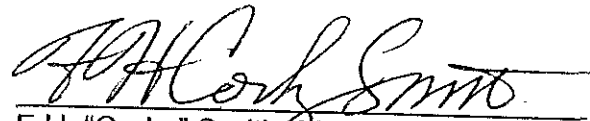
3. The rate charged for contents disposal of any unauthorized container shall be the *actual* tip fee incurred by EDCO at the appropriate disposal or recycling site.
4. The rate charged for the impound of any unauthorized container shall be \$20 per day.
5. City staff to prepare and provide an annual report to the City Council.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos this 10th day of August, 2004, by the following roll call votes:

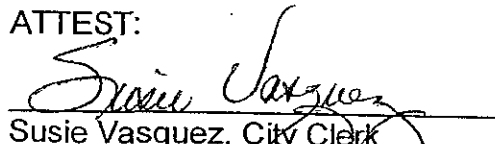
AYES: COUNCILMEMBERS: HARRIS, MARTIN, PRESTON, THIBADEAU, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE


F.H. "Corky" Smith, Mayor
City of San Marcos

ATTEST:


Susie Vasquez, City Clerk
City of San Marcos

RESOLUTION NO 2009-7222

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, CALIFORNIA, APPROVING AN AMENDED RATE SCHEDULE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

WHEREAS, Section 40059 of the Public Resources Code provides that each city may determine all aspects of solid waste handling which are matters of local concern, including charges and fees; and

WHEREAS, The City Council awarded an exclusive Solid Waste Franchise Agreement to Mashburn Waste and Recycling Services (Contractor) on March 27, 1963 which was assigned to EDCO Waste and Recycling Services, Inc. upon City Council approval on July 30, 1998; and

WHEREAS, Section 8.68.370 of the San Marcos Municipal Code provides that the City Council may establish solid waste collection rates by written resolution; and

WHEREAS, EDCO Waste and Recycling Services, Inc. currently provides refuse collection, curbside recycling services and green waste recycling services within the City of San Marcos pursuant to its solid waste franchise agreement with the City; and

WHEREAS, Sections 5.16 and 5.17 of said agreement provide for periodic adjustment in the rates charged for such services to offset increased operating and capital costs associated with inflation; and

WHEREAS, EDCO Waste and Recycling Services, Inc. has incurred increased "cost of living" expenses since its last San Diego Consumer Price Index (CPI) rate adjustment in July, 2003; and

WHEREAS, EDCO Waste and Recycling Services, Inc. pays the City a franchise fee in consideration of the granting of an exclusive franchise agreement; and

WHEREAS, the City of San Marcos has broad discretion to set the amount of the franchise fee pursuant to Section 49300 of the Public Resources Code ; and

WHEREAS, EDCO Waste and Recycling Services' current rate schedule has been revised to reflect the effects of a change in the franchise fee from five percent (5%) to eight percent (8%) of the gross receipts from the collection and disposal of refuse earned by the Contractor during each fiscal year ending June 30, or a fraction thereof, that this agreement is in effect.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Marcos, California, does hereby declare, determine and order as follows:

1. The City Council consents to the increase in the Solid Waste and Recycling Services Rate Schedule as set forth in Exhibit A.
2. In consideration for the franchise rights granted to the Contractor, the City Council sets the solid waste franchise fee being imposed on the hauler's gross receipts from the collection and disposal of refuse at eight percent (8%).

BE IT FURTHER RESOLVED that the above rates shall take effect July 1, 2009.

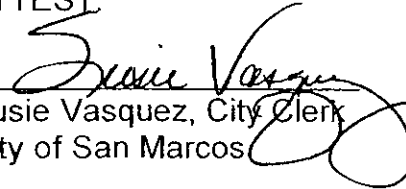
PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos this 23rd day of June, 2009, by the following roll call votes:

AYES: COUNCILMEMBERS: JONES, MARTIN, ORLANDO, PRESTON, DESMOND

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ATTEST:


Susie Vasquez, City Clerk
City of San Marcos


James M. Desmond, Mayor
City of San Marcos

City of San Marcos Solid Waste Collection Rates Effective 7/1/2009

Service Type	Current		Total Rate		Franchise Fee		2009		AB 939		Stormwater		Total Rate
	Waste Rate	Increase	Increase	1.5%	Waste Rate	Fee	Management Fee						
Residential Services													
Residential Street	16.27	\$0.44		\$0.25	\$16.96	\$0.51	\$2.18	\$19.65					
Yard Stop A	20.30	\$0.56		\$0.31	\$21.17	\$0.64	\$2.18	\$23.99					
Yard Stop B	25.60	\$0.71		\$0.39	\$26.70	\$0.80	\$2.18	\$29.68					
Yard Stop C	31.90	\$0.87		\$0.49	\$33.26	\$1.00	\$2.18	\$36.44					
Easement 1	17.65	\$0.48		\$0.27	\$18.40	\$0.55	\$2.18	\$21.13					
Easement 2	19.04	\$0.53		\$0.29	\$19.86	\$0.60	\$2.18	\$22.64					
Residential Units (1st Unit)	16.27	\$0.44		\$0.25	\$16.96	\$0.51	\$2.18	\$19.65					
Each Additional Unit	14.57	\$0.40		\$0.22	\$15.19	\$0.46	\$2.18	\$17.83					
Family Mobile Home Parks	14.01	\$0.38		\$0.22	\$14.61	\$0.44	\$2.18	\$17.23					
Adult Mobile Home Parks	13.30	\$0.37		\$0.21	\$13.88	\$0.42	\$2.18	\$16.48					
Commercial Services													
Commercial Can (minimum)	19.91	\$0.55		\$0.31	\$20.77	\$0.62	\$2.18	\$23.57					
2 Cubic Yard Bins													
1 x week	63.48	\$1.74		\$0.98	\$66.20	\$0.00	\$6.84	\$73.04					
2 x week	114.03	\$3.13		\$1.76	\$118.92	\$0.00	\$13.66	\$132.58					
3 x week	165.18	\$4.53		\$2.55	\$172.26	\$0.00	\$20.50	\$192.76					
4 x week	215.24	\$5.89		\$3.32	\$224.45	\$0.00	\$27.34	\$251.79					
5 x week	265.71	\$7.28		\$4.09	\$277.08	\$0.00	\$34.17	\$311.25					
6 x week	316.28	\$8.66		\$4.87	\$329.81	\$0.00	\$41.01	\$370.82					
3 Cubic Yard Bins													
1 x week	86.72	\$2.38		\$1.34	\$90.44	\$0.00	\$10.22	\$100.66					
2 x week	154.04	\$4.22		\$2.37	\$160.63	\$0.00	\$20.45	\$181.08					
3 x week	221.36	\$6.06		\$3.41	\$230.83	\$0.00	\$30.67	\$261.50					
4 x week	318.98	\$8.74		\$4.92	\$332.64	\$0.00	\$40.91	\$373.55					
5 x week	356.05	\$9.76		\$5.49	\$371.30	\$0.00	\$51.13	\$422.43					
6 x week	423.38	\$11.60		\$6.52	\$441.50	\$0.00	\$61.35	\$502.85					
4 Cubic Yard Bins													
1 x week	115.61	\$3.17		\$1.78	\$120.56	\$0.00	\$13.65	\$134.21					
2 x week	205.72	\$5.63		\$3.17	\$214.52	\$0.00	\$27.29	\$241.81					
3 x week	295.17	\$8.08		\$4.55	\$307.80	\$0.00	\$40.95	\$348.75					
4 x week	385.08	\$10.55		\$5.93	\$401.56	\$0.00	\$54.59	\$456.15					
5 x week	474.71	\$13.01		\$7.32	\$495.04	\$0.00	\$68.24	\$563.28					
6 x week	564.49	\$15.46		\$8.70	\$588.65	\$0.00	\$81.88	\$670.53					
5 Cubic Yard Bins													
1 x week	133.17	\$3.65		\$2.05	\$138.87	\$0.00	\$17.06	\$155.93					
2 x week	234.04	\$6.41		\$3.61	\$244.06	\$0.00	\$34.12	\$278.18					
3 x week	334.93	\$9.18		\$5.16	\$349.27	\$0.00	\$51.18	\$400.45					
4 x week	436.01	\$11.95		\$6.72	\$454.68	\$0.00	\$68.24	\$522.92					
5 x week	536.69	\$14.71		\$8.27	\$559.67	\$0.00	\$85.30	\$644.97					
6 x week	637.61	\$17.47		\$9.83	\$664.91	\$0.00	\$102.35	\$767.26					

RESOLUTION NO. 2012-7648

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS,
CALIFORNIA, ACKNOWLEDGING AN AMENDED RATE SCHEDULE FOR SOLID
WASTE COLLECTION AND RECYCLING SERVICES

WHEREAS, Section 40059 of the Public Resources Code provides that each city may determine all aspects of solid waste handling which are matters of local concern, including charges and fees; and

WHEREAS, The City Council awarded an exclusive Solid Waste Franchise Agreement to Mashburn Waste and Recycling Services (Contractor) on March 27, 1963 which was assigned to EDCO Waste and Recycling Services, Inc. upon City Council approval on July 30, 1998; and

WHEREAS, EDCO Waste and Recycling Services, Inc. currently provides refuse collection, curbside recycling services and green waste recycling services within the City of San Marcos pursuant to its solid waste franchise agreement with the City; and

WHEREAS, Sections 5.16 and 5.17 of said agreement provide for periodic adjustment in the rates charged for such services to offset increased operating and capital costs associated with inflation; and

WHEREAS, EDCO Waste and Recycling Services, Inc. has incurred increased "cost of living" expenses since its last San Diego Consumer Price Index (CPI) rate adjustment in July 2009; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Marcos, California, does hereby declare, determine and order as follows:

1. The City Council acknowledges the increase in the Solid Waste and Recycling Services Rate Schedule as set forth in Exhibit A.

BE IT FURTHER RESOLVED that the above rates shall take effect JULY 1, 2012.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos this 8th day of May, 2012, by the following roll call votes:

AYES: COUNCILMEMBERS: JABARA, JONES, MARTIN, ORLANDO, DESMOND

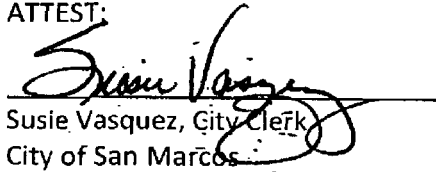
NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE



James M. Desmond, Mayor
City of San Marcos

ATTEST:



Susie Vasquez, City Clerk
City of San Marcos

City of San Marcos Solid Waste Collection Rates Effective 7/01/2012

Service Type	Current	Proposed
Residential Services	Rate	Rate*
Residential Street	\$20.39	\$20.88
Yard Stop A	\$24.92	\$25.54
Yard Stop B	\$30.86	\$31.63
Yard Stop C	\$37.90	\$38.87
Easement 1	\$21.94	\$22.47
Easement 2	\$23.51	\$25.91
Residential Units (1st Unit)	\$20.39	\$20.88
Each Additional Unit	\$18.50	\$18.94
Family Mobile Home Parks	\$17.88	\$18.30
Adult Mobile Home Parks	\$17.08	\$17.49
Commercial Services		
Commercial Can (minimum)	\$24.49	\$25.09
2 Cubic Yard Bins		
1 x week	\$75.87	\$77.73
2 x week	\$137.67	\$141.02
3 x week	\$200.13	\$204.98
4 x week	\$261.40	\$267.72
5 x week	\$323.11	\$330.91
6 x week	\$384.94	\$394.23
3 Cubic Yard Bins		
1 x week	\$104.53	\$107.08
2 x week	\$187.96	\$192.48
3 x week	\$271.38	\$277.88
4 x week	\$387.79	\$397.16
5 x week	\$438.32	\$448.77
6 x week	\$521.75	\$534.18
4 Cubic Yard Bins		
1 x week	\$139.37	\$142.76
2 x week	\$251.00	\$257.04
3 x week	\$361.92	\$370.59
4 x week	\$473.34	\$484.65
5 x week	\$584.47	\$598.41
6 x week	\$695.73	\$712.30
5 Cubic Yard Bins		
1 x week	\$161.88	\$165.79
2 x week	\$288.63	\$295.50
3 x week	\$415.40	\$425.23
4 x week	\$542.39	\$555.19
5 x week	\$668.93	\$684.69
6 x week	\$795.73	\$814.45

*Includes AB939 fee and stormwater fee

Exhibit A

RESOLUTION NO. 2013-7829

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS,
CALIFORNIA INCREASING THE SOLID WASTE MANAGEMENT FEE WASTE AND
RECYCLING SERVICES

WHEREAS, Section 40059 of the California Public Resources Code provides that each city may determine all aspects of solid waste handling which are matters of local concern, including charges and fees; and

WHEREAS, the City Council awarded an exclusive solid waste franchise to Mashburn Waste and Recycling Services on March 27, 1963 which was assigned to EDCO Waste and Recycling Services, Inc. upon City Council approval on July 30, 1998; and

WHEREAS, EDCO Waste and Recycling Services, Inc. pays the City a solid waste management fee, commonly referred to as a franchise fee, in consideration of granting the exclusive franchise agreement; and

WHEREAS, the City of San Marcos has the broad discretion to set the amount of the franchise fee pursuant to Section 49300 of the Public Resources Code; and


WHEREAS, the current EDCO Waste and Recycling Services, Inc. franchise fee is eight percent (8%) of gross receipts, which will be adjusted by 10.6%.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Marcos that, in consideration for the franchise right granted to EDCO Waste and Recycling, the adjusted franchise fee being imposed on the hauler's gross receipts from the collection and disposal of solid waste refuse will be adjusted to 18.6%.

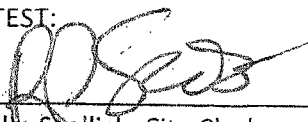
BE IT FURTHER RESOLVED, that the above franchise fee adjustment will take effect September 1, 2013.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos this 13th day of August 2013, by the following roll call votes:

AYES: COUNCILMEMBERS:	JABARA, JENKINS, JONES, ORLANDO, DESMOND
NOES: COUNCILMEMBERS:	NONE
ABSENT: COUNCILMEMBERS:	NONE


James M. Desmond, Mayor
City of San Marcos

ATTEST:


Phillip Scollick, City Clerk
City of San Marcos

City of San Marcos Solid Waste Collection Rates

City Of San Marcos Rates Effective 7/1/17

CPI % Change 3.330%

Service Type	Current Rate			Rate Change			New Rate			
	Total Rate	Waste Rate	AB 939 Fee	Waste Rate	AB 939 Fee	Total Increase	Total Rate	Waste Rate	AB 939 Fee	% Change
Residential Services				3.330%						
Residential Street	\$21.49	\$20.95	\$0.54	\$ 0.70	\$ -	\$ 0.70	\$22.19	\$21.65	\$0.54	3.26%
Yard Stop A	\$26.29	\$25.61	\$0.68	\$ 0.85	\$ -	\$ 0.85	\$27.14	\$26.46	\$0.68	3.23%
Yard Stop B	\$32.56	\$31.70	\$0.86	\$ 1.06	\$ -	\$ 1.06	\$33.62	\$32.76	\$0.86	3.26%
Yard Stop C	\$40.01	\$38.94	\$1.07	\$ 1.30	\$ -	\$ 1.30	\$41.31	\$40.24	\$1.07	3.25%
Easement 1	\$23.13	\$22.54	\$0.59	\$ 0.75	\$ -	\$ 0.75	\$23.88	\$23.29	\$0.59	3.24%
Easement 2	\$26.67	\$25.98	\$0.69	\$ 0.87	\$ -	\$ 0.87	\$27.54	\$26.85	\$0.69	3.26%
Residential Units (1st Unit)	\$21.49	\$20.95	\$0.54	\$ 0.70	\$ -	\$ 0.70	\$22.19	\$21.65	\$0.54	3.26%
Each Additional Unit	\$19.50	\$19.01	\$0.49	\$ 0.63	\$ -	\$ 0.63	\$20.13	\$19.64	\$0.49	3.23%
Family Mobile Home Parks	\$18.84	\$18.37	\$0.47	\$ 0.61	\$ -	\$ 0.61	\$19.45	\$18.98	\$0.47	3.24%
Adult Mobile Home Parks	\$18.00	\$17.55	\$0.45	\$ 0.58	\$ -	\$ 0.58	\$18.68	\$18.13	\$0.45	3.22%
Commercial Services										
Commercial Can (minimum)	\$25.83	\$25.16	\$0.67	\$ 0.84	\$ -	\$ 0.84	\$26.67	\$26.00	\$0.67	3.25%
2 Cubic Yard Bins										
1 x week	\$80.07	\$80.07		\$ 2.67	\$ -	\$ 2.67	\$82.74	\$82.74		3.33%
2 x week	\$145.27	\$145.27		\$ 4.84	\$ -	\$ 4.84	\$150.11	\$150.11		3.33%
3 x week	\$211.16	\$211.16		\$ 7.03	\$ -	\$ 7.03	\$218.19	\$218.19		3.33%
4 x week	\$275.79	\$275.79		\$ 9.18	\$ -	\$ 9.18	\$284.97	\$284.97		3.33%
5 x week	\$340.88	\$340.88		\$ 11.35	\$ -	\$ 11.35	\$352.23	\$352.23		3.33%
6 x week	\$406.11	\$406.11		\$ 13.52	\$ -	\$ 13.52	\$419.63	\$419.63		3.33%
3 Cubic Yard Bins										
1 x week	\$110.31	\$110.31		\$ 3.67	\$ -	\$ 3.67	\$113.98	\$113.98		3.33%
2 x week	\$198.28	\$198.28		\$ 6.60	\$ -	\$ 6.60	\$204.88	\$204.88		3.33%
3 x week	\$286.25	\$286.25		\$ 9.53	\$ -	\$ 9.53	\$295.78	\$295.78		3.33%
4 x week	\$409.13	\$409.13		\$ 13.62	\$ -	\$ 13.62	\$422.75	\$422.75		3.33%
5 x week	\$462.29	\$462.29		\$ 15.39	\$ -	\$ 15.39	\$477.68	\$477.68		3.33%
6 x week	\$550.28	\$550.28		\$ 18.32	\$ -	\$ 18.32	\$568.60	\$568.60		3.33%
4 Cubic Yard Bins										
1 x week	\$147.06	\$147.06		\$ 4.90	\$ -	\$ 4.90	\$151.96	\$151.96		3.33%
2 x week	\$264.79	\$264.79		\$ 8.82	\$ -	\$ 8.82	\$273.61	\$273.61		3.33%
3 x week	\$381.76	\$381.76		\$ 12.71	\$ -	\$ 12.71	\$394.47	\$394.47		3.33%

City of San Marcos Solid Waste Collection Rates Effective 7/1/2015

4 x week	\$499.26	\$499.26		\$ 16.63	\$ -	\$ 16.63	\$515.89	\$515.89	3.33%
5 x week	\$616.44	\$616.44		\$ 20.53	\$ -	\$ 20.53	\$636.97	\$636.97	3.33%
6 x week	\$733.77	\$733.77		\$ 24.43	\$ -	\$ 24.43	\$758.20	\$758.20	3.33%
5 Cubic Yard Bins									
1 x week	\$170.79	\$170.79		\$ 5.69	\$ -	\$ 5.69	\$176.48	\$176.48	3.33%
2 x week	\$304.41	\$304.41		\$ 10.14	\$ -	\$ 10.14	\$314.55	\$314.55	3.33%
3 x week	\$438.05	\$438.05		\$ 14.59	\$ -	\$ 14.59	\$452.64	\$452.64	3.33%
4 x week	\$571.92	\$571.92		\$ 19.04	\$ -	\$ 19.04	\$590.96	\$590.96	3.33%
5 x week	\$705.33	\$705.33		\$ 23.49	\$ -	\$ 23.49	\$728.82	\$728.82	3.33%
6 x week	\$839.00	\$839.00		\$ 27.94	\$ -	\$ 27.94	\$866.94	\$866.94	3.33%

These standard provisions of agreement are distributed by:

California Council
of Civil Engineers
& Land Surveyors

3050 Beacon Blvd., Suite 204
West Sacramento, CA 95691
(916) 371-2266

EXHIBIT "A"	
(Exhibit No.)	
Consultant:	Client:
<i>TWB</i> (Initials)	<i>RWS</i> (Initials)

Standard Provisions of Agreement Between Client and Consultant

Form BM 87-1C © 1973 by the California Council of Civil Engineers and Land Surveyors

Client and consultant agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and consultant.
2. This agreement shall not be assigned by either client or consultant without the prior written consent of the other.
3. This agreement contains the entire agreement between client and consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on client and consultant.
6. This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. Consultant shall only act as an advisor in all governmental relations.
8. All original papers, documents, drawings and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of consultant and may be used by consultant without the consent of client.
9. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as client is not in default pursuant to the terms and conditions of this agreement and client has performed all obligations under this agreement. Client further acknowledges that consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work product provided pursuant to this agreement.
10. Client and consultant agree to cooperate with each other in every way on the project.
11. Upon written request, client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.
12. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
13. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by consultant. Client agrees to be liable and responsible for any such use of nonfinal plans, drawings, or other work product not signed and stamped or sealed by consultant and waives liability against consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of client and may be used by client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by consultant.
14. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, client agrees to release consultant from all liability for work performed.
15. Client agrees that in performing requested ALTA surveys in accordance with this contract, consultant agrees to sign the statement on the survey documents attached hereto as Exhibit 1 and incorporated herein by this reference. In the event that consultant is required to sign a statement or certificate which differs from that contained in Exhibit 1, client hereby agrees to indemnify and hold consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from the statement contained in Exhibit 1.
16. If the scope of services to be provided by consultant pursuant to the terms of this agreement include the preparation of grading plans but exclude construction staking services, client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings

pursuant to Uniform Building Code Chapter 70 and client will be required to retain such services from another consultant or pay consultant pursuant to this agreement for such services as extra work in accordance with Paragraph 26.

17. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

18. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

19. If payment for consultant's services is to be made on behalf of client by a third-party lender, client agrees that consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

20. If client fails to pay consultant within thirty (30) days after invoices are rendered, client agrees consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of consultant under this agreement are terminated. In such event, client shall promptly pay consultant for all fees, charges, and services provided by consultant.

21. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.

22. Client agrees that the periodic billings from consultant to client are correct, conclusive, and binding on client unless client, within ten (10) days from the date of receipt of such billing, notifies consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.

23. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (1 1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

24. If consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field work, and such plans, specifications, and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field work thereby required shall be paid for by client as extra work.

25. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation.

26. Client agrees that if client requests services not specified pursuant to the scope of services description within this agreement, client agrees to pay for all such additional services as extra work.

27. In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than consultant, the cost of restaking shall be paid for by client as extra work. Client acknowledges that the design work performed pursuant to this agreement is based upon field and other conditions existing at the time of preparation of consultant's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include construction staking services by consultant for this project, or if subsequent to this agreement client retains other persons or entities to provide such services, client acknowledges that such services will be per-

formed by others and that client will defend, indemnify, and hold consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of consultant.

28. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

29. In the event all or any portion of the work prepared or partially prepared by consultant be suspended, abandoned, or terminated, client shall pay consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project work is suspended and restarts, there will be additional charges due to suspension of the work which shall be paid for by client as extra work.

30. Client acknowledges and agrees that if consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, that all of the costs of preparation, examination and filing for the Record of Survey will be paid by client as extra work in accordance with Paragraph 26.

31. Consultant is not responsible for delay caused by activities or factors beyond consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of client to furnish timely information or approve or disapprove consultant's work promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond consultant's reasonable control occur, client agrees consultant is not responsible in damages nor shall consultant be deemed to be in default of this agreement.

32. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

33. In the event that client institutes a suit against consultant, either directly by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, and if client fails to obtain a judgment in client's favor, the lawsuit is dismissed, or if judgment is rendered for consultant, client agrees to pay consultant all costs of defense, including attorneys' fees, expert witness fees, court costs, and any and all other expenses of defense. Client agrees such payments shall be made immediately following dismissal of the case or upon entry of judgment.

34. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

35. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principal place of business is located, and client waives the right to bring, try or remove such litigation to any other county or judicial district.

36. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and consultant shall not be responsible for fluctuations in cost factors.

37. Client acknowledges that consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

38. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

39. Estimates of areas provided under this agreement are not to be considered precise unless consultant specifically agrees to provide the precise determination of such areas.

40. In the event the client agrees to, permits or authorizes changes in the plans, specifications, reports and documents prepared by consultant pursuant to this agreement, which changes are not consented to in writing by consultant, client acknowledges that the changes and their effects are not the responsibility of consultant and client agrees to release consultant from all liability arising from the

use of such changes and further agrees to defend, indemnify and hold harmless consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.

41. Client acknowledges that the design work performed pursuant to this agreement is based upon field and other conditions existing at the time of preparation of consultant's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, discrepancies or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project, or if subsequent to this agreement client retains other persons or entities to provide such services, client acknowledges that such services will be performed by others and client will defend, indemnify and hold consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of consultant.

42. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of consultant.

43. In the event client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, client agrees to notify consultant and engage consultant to prepare the necessary clarifications, adjustments, modifications or other changes to consultant's work before construction activities commence or further activity proceeds. Further, client agrees to have a provision in its construction contracts for the project which requires the contractor to notify client of any changed field or other conditions so that client may in turn notify consultant pursuant to the provisions of this paragraph.

44. Client agrees to limit consultant's liability to client and to all contractors and subcontractors on the project, due to professional negligence, acts, errors or omissions of consultant, to the sum of \$50,000 or consultant's fees, whichever is greater.

45. Client agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name consultant as an additional insured as their interest may appear.

46. Consultant hereby states and client hereby acknowledges that consultant has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Accordingly, the client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the consultant, its principals, employees, and agents if such claim, in any way, would involve the consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Client further agrees to defend, indemnify and hold harmless consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the consultant pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the consultant.

47. Client acknowledges that consultant's scope of services for this project do not include any work related in any way to asbestos and/or hazardous waste. Should consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect consultant's work, consultant may, at its option, terminate work on the project until such time as client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

CERTIFICATES OF INSURANCE

EDCO DISPOSAL

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

OCTOBER 30, 1990

COPIES TO: CITY CLERK

DATE: 1149646 - 90

POLICY NUMBER: 11-1-91
CERTIFICATE EXPIRES:

CITY OF SAN MARCOS
ATTN: PAUL MALONE
105 W. RICHMAR
SAN MARCOS
CA, 92069

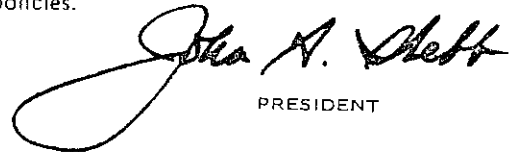
JOB: ALL OPERATIONS

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.


PRESIDENT

EMPLOYER

SOLID WASTES SERVICES
P.O. BOX 6907
SAN MARCOS
CA 92069

R

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

OCTOBER 30, 1990

RECEIVED	NOV 1 1990
	CITY CLERS 646 - 90
POLICY NUMBER: 11-1-91	
CERTIFICATE EXPIRES: 11-1-91	

CITY OF SAN MARCOS
ATTN: PAUL MALONE
105 W. RICHMAR
SAN MARCOS
CA, 92069

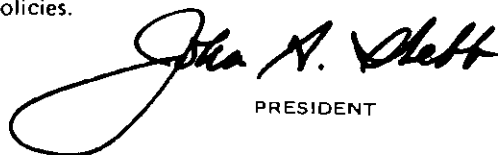
JOB: ALL OPERATIONS

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

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PRESIDENT

EMPLOYER

SOLID WASTES SERVICES
P.O. BOX 6907
SAN MARCOS
CA 92069

R

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

4/06/92

PRODUCER

Solid Waste Ins. Mgrs.
P.O. Box 7072
Pasadena, CA. 91109

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** CALIFORNIA INS CO (IND)COMPANY LETTER **B** CALIFORNIA INS CO (IND)COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E** CALIFORNIA INS CO (IND)

INSURED

Solid Waste Services, Inc.
Etal
P. O. BOX 6907
San Marcos Ca 92079

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY	OR9119902	4/01/92	4/01/93	GENERAL AGGREGATE	\$ 2000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$ 2000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADVERTISING INJURY	\$ 1000
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 1000
					FIRE DAMAGE (Any one fire)	\$ 50
					MEDICAL EXPENSE (Any one person)	\$ 5
B	AUTOMOBILE LIABILITY	OR9119902	4/01/92	4/01/93	COMBINED SINGLE LIMIT	\$ 1000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$	\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE—POLICY LIMIT)	
					\$ (DISEASE—EACH EMPLOYEE)	
E	OTHER PHYSICAL DAMAGE:	OR9119902	4/01/92	4/01/93	\$1,000 DED F & T \$1,000 DED COMP \$1,000 DED COLL	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ENDORSEMENT CG20101185 ATTACHED

10 DAY NOTICE OF CANCELLATION IN
THE EVENT OF NON PAYMENT PREMIUM

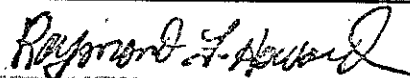
CERTIFICATE HOLDER

CITY OF SAN MARCOS
ATTN: PAUL MALONE
105 W. RICHMAR AVE.
SAN MARCOS, CA 92069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



OR9119902

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CITY OF SAN MARCOS
105 W. RICHMAR AVE.
SAN MARCOS, CA 92069

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Named Insured

~~Solid Wastes Services, Inc. DBA:~~
~~Mashburn Sanitation Company;~~
~~Vista Sanitation Company;~~
~~Mashburn Recycling Services~~

James W. Mashburn, Charlotte L. Mashburn &
Virginia J. Mason as their interest relates
to the ownership of the insured buildings.

POLICY NUMBER: OR9573361

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CITY OF SAN MARCOS
ATTN: PAUL MALONE
105 W. RICHAR AVE
SAN MARCOS, CA 92069

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/01/2002

PRODUCER (619)584-6400 FAX (619)584-6425
Westland Insurance Brokers
3838 Camino Del Rio North #315
P.O. Box 85481
San Diego, CA 92186-5481

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED EDCO DISPOSAL CORPORATION
EDCO WASTE & RECYCLING SERVICES, INC
6670 FEDERAL BOULEVARD
LEMON GROVE, CA 91945

INSURER A: STATE COMPENSATION INSURANCE FUND
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	481-294-02	10/01/2002	10/01/2003	X WC STATUTORY LIMITS	
					OTH-ER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
EVIDENCE OF INSURANCE

*EXCEPT 10 DAYS NOTICE FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

CITY OF SAN MARCOS
ATTN: PAUL MALONE
105 WEST RICHMAR
SAN MARCOS, CA 92069

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Custode/CAROLR

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)
10/11/02

PRODUCER

619-238-1828

Driver Alliant Insurance
1620 Fifth Avenue
San Diego, CA 92101
Warren G. Johnson, First VP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
ASPECIALTY NATIONAL INS. CO. **B(u)**COMPANY
BINS CO STATE OF PA/AM GUARANTY **A++**COMPANY
CCOMPANY
D

INSURED

Edco Disposal Corporation
(See Attached)
6670 Federal Boulevard
Lemon Grove CA 91945-1392

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	3XZ12637502	10/15/02	10/15/03	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 15000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> POLLUTION	3XZ12637502	10/15/02	10/15/03	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	47028937 -1ST \$5M AEC930148901-\$5M	10/15/02 10/15/02	10/15/03 10/15/03	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				*10 DAYS NOTICE FOR NON-PAY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: RUBBISH HAULING
ENDORSEMENT CG2010 ATTACHED

CERTIFICATE HOLDER

CITY OF SAN MARCOS
ATTN: PAUL MALONE
1 CIVIC CENTER DRIVE
SAN MARCOS, CA 92069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 3XZ126375-02 COMMERCIAL GENERAL LIABILITY
NAMED INSURED: EDCO DISPOSAL CORPORATION CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR OR CONTRACTORS- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

PER CERTIFICATE ATTACHED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

1. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project, (other than service, maintenance or repairs) to be performed by or on behalf of the Additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

<p>EDCO Disposal Corporation <u>Named Insured</u></p>

Edward G. Burr & Sandra L. Burr, But Only As Respects
Property Owned By Them Individually
Edward G. Burr & Sandra L. Burr and Security Title Insurance
Trustee Trust #1291 As Respects Property Only At:
418 West Aviation Road, Fallbrook, CA
EDCO Disposal Corporation
Rialto Services, Inc.
A-1 Disposal Company
La Mesa Disposal Service
Waste Transporting Company
San Diego Refuse Company
San Diego Recycling
Thomas & Sons Recycling
Fallbrook Refuse Service
National City Rubbish Service
Park Disposal
Signal Hill Disposal
Litterbox Containers
S.E.J., Inc.
Reliable Disposal Service
Dependable Garbage Service
Tri-County Disposal
Sanco Equipment Corp. (Old S.E.J. - Trucks Registered To)
Pacific Coast Recycling
American Trash Service
J & S Disposal & Rolloff, Inc.
Sani-Tainer, Inc.
Modern Recycling and Refuse Equipment
Federal Boulevard Properties, L.P., A California Limited Partnership
Mashburn Waste and Recycling, Inc.
Solid Waste Services
EDCO Waste & Recycling Services, Inc.
Webco Sanitation
Pete's Rubbish, Inc.
SANCO Services, LP
SANCO Services, LLC

Policy Number: AS PER CERTIFICATE

Authorized Representative: Warren G. Johnson, First V.P.
Driver Alliant Insurance Services, Inc.
P.O. Box 120670
San Diego, CA 92112-0670
(619) 238-1828

FILE COPY *1171*

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 9/25/03

PRODUCER Driver Alliant Insurance 1620 Fifth Avenue San Diego, CA 92101 Warren G. Johnson, First VP	619-238-1828	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A ARCH INSURANCE COMPANY <i>A-</i> COMPANY B COMPANY C COMPANY D
INSURED EDCO Disposal Corporation (See Attached) 6670 Federal Boulevard Lemon Grove CA 91945-1392		

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	RHPKG0006000	9/01/03	10/15/04	GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
					PERSONAL & ADV INJURY \$ 1000000
					EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 300000
					MED EXP (Any one person) \$ 15000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> POLLUTION	RHPKG0006000	9/01/03	10/15/04	COMBINED SINGLE LIMIT \$ 1000000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 RE: RUBBISH HAULING
 ENDORSEMENT CG2010 ATTACHED

CERTIFICATE HOLDER CITY OF SAN MARCOS ATTN: PAUL MALONE 1 CIVIC CENTER DRIVE SAN MARCOS, CA 92069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL .VOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
--	---

POLICY NUMBER: RHPKG0006000 COMMERCIAL GENERAL LIABILITY
NAMED INSURED: EDCO DISPOSAL CORPORATION CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
OR CONTRACTORS- SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

PER CERTIFICATE ATTACHED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

1. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project, (other than service, maintenance or repairs) to be performed by or on behalf of the Additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

EDCO Disposal Corporation
Named Insured

Edward G. Burr & Sandra L. Burr, But Only As Respects
Property Owned By Them Individually
Edward G. Burr & Sandra L. Burr and Security Title Insurance
Trustee Trust #1291 As Respects Property Only At:
418 West Aviation Road, Fallbrook, CA
EDCO Disposal Corporation
Rialto Services, Inc.
A-1 Disposal Company
La Mesa Disposal Service
Waste Transporting Company
San Diego Refuse Company
San Diego Recycling
Thomas & Sons Recycling
Fallbrook Refuse Service
National City Rubbish Service
Park Disposal
Signal Hill Disposal
Litterbox Containers
S.E.J., Inc.
Reliable Disposal Service
Dependable Garbage Service
Tri-County Disposal
Sanco Equipment Corp. (Old S.E.J. - Trucks Registered To)
Pacific Coast Recycling
American Trash Service
J & S Disposal & Rolloff, Inc.
Sani-Tainer, Inc.
Modern Recycling and Refuse Equipment
Federal Boulevard Properties, L.P., A California Limited Partnership
Mashburn Waste and Recycling, Inc.
Solid Waste Services
EDCO Waste & Recycling Services, Inc.
Webco Sanitation
Pete's Rubbish, Inc.
SANCO Services, LP
SANCO Services, LLC
EDCO Waste Services, LLC
HVAC Services Inc.

Policy Number: AS PER CERTIFICATE

Authorized Representative:

Warren G. Johnson, First V.P.
Driver Alliant Insurance Services, Inc.
P.O. Box 120670
San Diego, CA 92112-0670
(619) 238-1828

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2003

PRODUCER (619)584-6400 FAX (619)584-6425

Westland Insurance Brokers
3838 Camino Del Rio North #315
P.O. Box 85481
San Diego, CA 92186-5481

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Edco Waste & Recycling Services Inc
c/o Edco Disposal Corporation
6670 Federal Blvd
Lemon Grove, CA-91945

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity Co of Ill.

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TC2JUB-419J185-6-03	09/19/2003	09/19/2004	X WC STATU-TORY LIMITS OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CITY OF SAN MARCOS
ATTN: PAUL MALONE
1 CIVIC CENTER DRIVE
SAN MARCOS, CA 92069-2949

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Custode/CAROLR

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2003

PRODUCER (619)584-6400 FAX (619)584-6425
Westland Insurance Brokers
3838 Camino Del Rio North #315
P.O. Box 85481
San Diego, CA 92186-5481

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Edco Waste & Recycling Services Inc
c/o Edco Disposal Corporation
6670 Federal Blvd
Lemon Grove, CA 91945

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity Co of Ill.

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Each occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TC2JUB-419J185-6-03	09/19/2003	09/19/2004	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CITY OF SAN MARCOS
ATTN: PAUL MALONE
1 CIVIC CENTER DRIVE
SAN MARCOS, CA 92069-2949

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Custode/CAROLR

Cont 1171

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/20/2004	
PRODUCER (619)584-6400 FAX (619)584-6425 Westland Insurance Brokers 3838 Camino Del Rio North #315 P.O. Box 85481 San Diego, CA 92186-5481		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED EDCO WASTE & RECYCLING SERVICES INC C/O EDCO DISPOSAL CORPORATION 6670 Federal Blvd Lemon Grov, CA 91945			
FILE COPY		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Prop/Cas Co of Amer	256740
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC2JUB-419J185-6-04	09/19/2004	09/19/2005	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
	E.L. EACH ACCIDENT				\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER CITY OF SAN MARCOS ATTN: PAUL MALONE 1 CIVIC CENTER DRIVE SAN MARCOS, CA 92069-2949	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Joe Custode/CAROLR
---	---

04461 - Travelers Property Casualty Co of Amer

Member of **St. Paul Travelers Companies**

A.M. Best #: 04461 NAIC #: 25674

View a [list of group members](#) or [the group's rating](#)



Best's Rating

A+ (Superior)*

Financial Size Category

XV (\$2 billion or more)

**Ratings as of 09/21/2004 04:24:15 PM E.S.T.*

Rating Category (Superior): Assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders.

Important Notice: Best's Ratings reflect our **opinion** based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. These ratings are **not a warranty** of an insurer's current or future ability to meet its contractual obligations. View our [entire notice](#) for a complete details.

Companies interested in placing a **Best's Security Icon** on their web site to promote their financial strength may [register online](#).

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September 21, 2004



Rating SEARCH

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☐ Company Information

Enter Company Name or A.M. Best Number

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Search Results Page 4 of 4

74 Rated or Unrated companies found, results **sorted by Company Name (ascending)**

Criteria Used: **Group Name: St. Paul Travelers Companies (18647)**

To refine your search, please use our [Advanced Search](#) or view our [Online Help](#) for more information.

View results starting with: [A](#) [B](#) [C](#) [D](#) [E](#) [F](#) [G](#) [H](#) [I](#) [J](#) [K](#) [L](#) [M](#) [N](#) [O](#) [P](#) [Q](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [X](#) [Y](#) [Z](#)

<input checked="" type="checkbox"/> AMB#	<input checked="" type="checkbox"/> Industry	<input checked="" type="checkbox"/> Company Name	<input checked="" type="checkbox"/> Best's Rating	<input checked="" type="checkbox"/> Domicile
02520	P	Travelers Indemnity Company	A+	United States: Cor
04003	P	Travelers Indemnity Co of America	A+	United States: Cor
02517	P	Travelers Indemnity Company of CT	A+	United States: Cor
03297	P	Travelers Lloyds Insurance Company	A+	United States: Tex
01743	P	Travelers Lloyds of Texas Insurance Co	A+	United States: Tex
11020	P	Travelers Personal Insurance Company	A+	United States: Cor
11026	P	Travelers Personal Security Insurance Co	A+	United States: Cor
04461	P	Travelers Property Casualty Co of Amer	A+	United States: Cor
58165	P	Travelers Property Casualty Corporation	-	United States: Cor
11027	P	Travelers Property Casualty Insurance Co	A+	United States: Cor
18311	P	Travelers Property Casualty Pool	A+	United States: Cor
02539	P	United States Fidelity and Guaranty Co	A	United States: Ma
11568	P	USF&G Insurance Company of Mississippi	A	United States: Mis
11678	P	USF&G Specialty Insurance Company	A	United States: Ma

*Ratings as of 09/21/2004 04:24 PM E.S.T.

Industry: P = Property/Casualty (non-life) L = Life/Health

View the [Guide to Best's Financial Strength Ratings](#) for an in-depth explanation of Best's System and Procedures.

Company Profile

**TRAVELERS PROPERTY CASUALTY
INSURANCE COMPANY**
ONE TOWER SQUARE, 4MN C/O TRAVELERS / Mary T.
Restelli
HARTFORD, CT 06183

Former Names for Company

Old Name: AETNA INSURANCE COMPANY **Effective Date:** 07-01-1997

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND
FLOOR LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	36161
NAIC Group #:	<u>3548</u>
California Company ID #:	3262-3
Date authorized in California:	January 07, 1991
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE
FIRE
LIABILITY
MARINE
MISCELLANEOUS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/11/04

PRODUCER

619-238-1828

Driver Alliant Insurance
1620 Fifth Avenue
San Diego, CA 92101
Warren G. Johnson, First VP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A ARCH INSURANCE COMPANY

COMPANY B INS CO STATE OF PA/AM GUARANTY

COMPANY C

COMPANY D

INSURED

EDCO Disposal Corporation
(See Attached)
6670 Federal Boulevard
Lemon Grove CA 91945-1392

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	RHPKG0006001	10/15/04	10/15/05	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 15000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> POLLUTION	RHPKG0006001	10/15/04	10/15/05	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	47048967 -1ST \$5M AEC930148903 -\$5M	10/15/04 10/15/04	10/15/05 10/15/05	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER \$ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

*10 DAYS NOTICE FOR NONPAYMENT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: RUBBISH HAULING
ENDORSEMENT CG2010 ATTACHED

CERTIFICATE HOLDER

CITY OF SAN MARCOS
ATTN: PAUL MALONE
1 CIVIC CENTER DRIVE
SAN MARCOS, CA 92069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
OR CONTRACTORS- SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

PER CERTIFICATE ATTACHED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

1. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project, (other than service, maintenance or repairs) to be performed by or on behalf of the Additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

EDCO Disposal Corporation
Named Insured

Edward G. Burr & Sandra L. Burr, But Only As Respects Property Owned By Them Individually
Edward G. Burr & Sandra L. Burr and Security Title Insurance Trustee Trust #1291 As Respects
Property Only At: 418 West Aviation Road, Fallbrook, CA
EDCO Disposal Corporation
Rialto Services, Inc.
A-1 Disposal Company
La Mesa Disposal Service
Waste Transporting Company
San Diego Refuse Company
San Diego Recycling
Thomas & Sons Recycling
Fallbrook Refuse Service
National City Rubbish Service
Park Disposal
Signal Hill Disposal
Litterbox Containers
S.E.J., Inc.
Reliable Disposal Service
Dependable Garbage Service
Tri-County Disposal
Sanco Equipment Corp. (Old S.E.J. - Trucks Registered To)
Pacific Coast Recycling
American Trash Service
J & S Disposal & Rolloff, Inc.
Sani-Tainer, Inc.
Modern Recycling and Refuse Equipment
Federal Boulevard Properties, L.P., A California Limited Partnership
Mashburn Waste and Recycling, Inc.
Solid Waste Services
EDCO Waste & Recycling Services, Inc.
Webco Sanitation
Pete's Rubbish, Inc.
SANCO Services, LP
SANCO Services, LLC
EDCO Waste Services, LLC
Lieb Disposal
BZ Disposal
BZ Disposal Services, Inc.
BZ Disposal Service
BZ Disposal Services
BZ Disposal Services Company
BZ Waste & Recycling Services
Long Beach Rubbish
Coast Rubbish Service
HVAC Services Inc.
Bins-U-Rent

03186 - Arch Insurance CompanyMember of **Arch Capital Group (U.S.)**

A.M. Best #: 03186 NAIC #: 11150

View a [list of group members](#) or [the group's rating](#)**Best's Rating****A- (Excellent)*****Financial Size Category****XIII (\$1.25 billion to \$1.5 billion)****Ratings as of 10/14/2004 04:31:14 PM E.S.T.*

Rating Category (Excellent): Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.

Important Notice: Best's Ratings reflect our **opinion** based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. These ratings are **not a warranty** of an insurer's current or future ability to meet its contractual obligations. View our [entire notice](#) for a complete details.

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October 14, 2004

**Research. Confirm****Search Results Page 1 of 1****9 Rated or Unrated companies found, results sorted by Company Name**Criteria Used: **Group Name: Arch Capital Group (U.S.) (18484)**To refine your search, please use our [Advanced Search](#) or view our [Online Help](#) for more information.View results starting with: **A B C D E F G H I J K L M N O P Q R S T U V W X Y Z**

Enter Company Name or A.M. Best Number

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AMB#	Industry	Company Name	Best's Rating	Domicile
04969	P	American Independent Insurance Company	B+ u	United States: Per
18484	P	Arch Capital Group (U.S.)	-	United States: Nel
12254	P	Arch Excess & Surplus Insurance Company	A-	United States: Nel
03186	P	Arch Insurance Company	A-	United States: Mis
11791	P	Arch Reinsurance Company	A-	United States: Nel
75169	P	Arch Reinsurance Ltd	A-	Bermuda
12523	P	Arch Specialty Insurance Company	A-	United States: Wis
03304	P	Personal Service Insurance Company	A- u	United States: Oh
04822	P	Western Diversified Casualty Ins Co	NR-3	United States: Wis

Ratings as of 10/14/2004 04:31 PM E.S.T.*Industry: P** = Property/Casualty (non-life) **L** = Life/HealthView the [Guide to Best's Financial Strength Ratings](#) for an in-depth explanation of Best's System and Procedures.

Important Notice: Best's Ratings reflect our **opinion** based on a comprehensive qualitative evaluation of a company's balance sheet strength, operating performance and These ratings are **not a warranty** of an insurer's current or future ability to meet its contra View our [entire notice](#) for a complete details.

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Company Profile

ARCH INSURANCE COMPANY
ONE LIBERTY PLAZA, 53RD FLOOR
NEW YORK, NY 10006
800-821-5546

Former Names for Company

Old Name: FIRST AMERICAN INSURANCE COMPANY DBA
AMERICAN FIRST INSURANCE COMPANY

Effective Date: 11-06-2002

Old Name: FIRST AMERICAN INSURANCE COMPANY

Effective Date: 01-05-1987

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND
FLOOR LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	11150
NAIC Group #:	1279
California Company ID #:	3005-6
Date authorized in California:	July 19, 1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MISSOURI

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
DISABILITY
FIRE

LIABILITY
MARINE
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information



[Company Enforcement Action Documents](#)

[Company Performance & Comparison Data](#)

[Composite Complaint Studies](#)

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[Disclaimer](#)

02035 - Insurance Company of State of PAMember of **American International Group Inc**

A.M. Best #: 02035 NAIC #: 19429

View a [list of group members](#) or [the group's rating](#)**Best's Rating****A++ (Superior)*****Financial Size Category****XV (\$2 billion or more)****Ratings as of 10/14/2004 04:31:14 PM E.S.T.*

Rating Category (Superior): Assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders.

Important Notice: Best's Ratings reflect our **opinion** based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. These ratings are **not a warranty** of an insurer's current or future ability to meet its contractual obligations. View our [entire notice](#) for a complete details.

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October 14, 2004

**Search Results** Page 3 of 4**71 Rated or Unrated** companies found, results **sorted by Company Name (ascending)**Criteria Used: **Group Name: American International Group Inc (18540)**To refine your search, please use our [Advanced Search](#) or view our [Online Help](#) for more information.View results starting with: **A B C D E F G H I J K L M N O P Q R S T U V W X Y Z**

Enter Company Name or A.M. Best Number

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AMB#	Industry	Company Name	Best's Rating	Domicile
02035	P	Insurance Company of State of PA	A++	United States: Per
03756	P	Landmark Insurance Company	A++	United States: Cal
02350	P	Lexington Insurance Company	A++	United States: Del
18485	P	Lexington Insurance Pool	A++	United States: Del
11587	P	Minnesota Insurance Company	A++	United States: Min
10725	P	National Union Fire Insurance Co of LA	A++	United States: Lot
02351	P	National Union Fire Ins Co Pittsburgh PA	A++	United States: Per
00577	P	New Hampshire Indemnity Company, Inc	A++	United States: Per
02363	P	New Hampshire Insurance Company	A++	United States: Per
84309	P	Philam Insurance Company Inc	-	Philippines
84310	P	Philippine American General Insurance Co	-	Philippines
84311	P	Philippine Amererican Life & Gen Ins Co	-	Philippines
03727	P	Putnam Reinsurance Company	A++	United States: Nev
12244	P	Starr Excess Liability Insurance Co, Ltd	A++	United States: Del
86500	P	Trans Re Zurich	A++	Switzerland
18128	P	Transatlantic Holdings, Inc. Group	A++	United States: Nev
03126	P	Transatlantic Reinsurance Company	A++	United States: Nev
87099	P	Transatlantic Reinsurance Company CAB	A++	Canada: Ontario
10614	P	21st Century Casualty Company	A+	United States: Cal
03247	P	21st Century Insurance Company	A+	United States: Cal

Company Profile

INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA (THE)

70 PINE STREET
NEW YORK, NY 10270
800-242-2304

Agent for Service of Process

LORI CASTANEDA, 2730 GATEWAY OAKS DR SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19429
NAIC Group #:	<u>0012</u>
California Company ID #:	0259-2
Date authorized in California:	May 20, 1908
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY

MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2005PRODUCER (619)584-6400 FAX (619)584-6425
Westland Insurance Brokers
3838 Camino Del Rio North #315
P.O. Box 85481
San Diego, CA 92186-5481

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED EDCO WASTE & RECYCLING SERVICES INC
C/O EDCO DISPOSAL CORPORATION
6670 Federal Blvd
Lemon Grove, CA 91945

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Prop/Cas Co of Amer A-256740

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TC2JUB-419J185-6-05	09/19/2005	09/19/2006	X WC STATU-TORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CITY OF SAN MARCOS
ATTN: PAUL MALONE
1 CIVIC CENTER DRIVE
SAN MARCOS, CA 92069-2949

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Custode/CAROLR

ACORD CERTIFICATE OF LIABILITY INSURANCE

117/
DATE (MM/DD/YY)
10/06/05

PRODUCER

619-238-1828
Driver Alliant Insurance
1620 Fifth Avenue
San Diego, CA 92101
Warren G. Johnson, First VP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	HUDSON INSURANCE COMPANY	A
COMPANY B	INS CO STATE OF PA/AM GUARANTY	
COMPANY C		
COMPANY D		

INSURED

EDCO Disposal Corporation
(See Attached)
6670 Federal Boulevard
Lemon Grove CA 91945-1392

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	HAS00009000GL	10/15/05	10/15/06	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 15000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> POLLUTION	HAS00009000AL	10/15/05	10/15/06	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	47058980 -1ST \$5M AEC930148904 -\$5M	10/15/05 10/15/05	10/15/06 10/15/06	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

*10 DAYS NOTICE FOR NONPAYMENT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: RUBBISH HAULING
ENDORSEMENT CG2010 ATTACHED

CERTIFICATE HOLDER

CITY OF SAN MARCOS
ATTN: PAUL MALONE
1 CIVIC CENTER DRIVE
SAN MARCOS, CA 92069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

As per Certificate(s) on file with the company which specify that the Certificate Holder be named as an additional insured.

Location(s) of Covered Operations

As per contract(s) with the Certificate Holder indicated.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

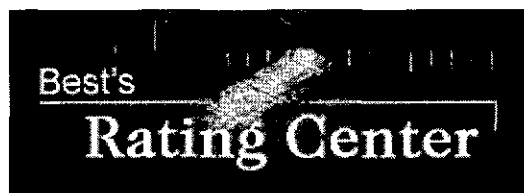
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EDCO Disposal Corporation
Named Insured

EDCO Disposal Corporation
Edward G. Burr & Sandra L. Burr, But Only As Respects Property Owned By Them Individually
Edward G. Burr & Sandra L. Burr and Security Title Insurance Trustee Trust #1291 As Respects
Property Only At: 418 West Aviation Road, Fallbrook, CA
Rialto Services, Inc.
A-1 Disposal Company
La Mesa Disposal Service
Waste Transporting Company
San Diego Refuse Company
San Diego Recycling
Thomas & Sons Recycling
Fallbrook Refuse Service
National City Rubbish Service
Park Disposal
Signal Hill Disposal
Litterbox Containers
S.E.J., Inc.
Reliable Disposal Service
Dependable Garbage Service
Tri-County Disposal
Sanco Equipment Corp. (Old S.E.J. - Trucks Registered To)
Pacific Coast Recycling
American Trash Service
J & S Disposal & Rolloff, Inc.
Sani-Tainer, Inc.
Modern Recycling and Refuse Equipment
Federal Boulevard Properties, L.P., A California Limited Partnership
Mashburn Waste and Recycling, Inc.
Solid Waste Services
EDCO Waste & Recycling Services, Inc.
Webco Sanitation
Pete's Rubbish, Inc.
SANCO Services, LP
SANCO Services, LLC
EDCO Waste Services, LLC
Lieb Disposal
BZ Disposal
BZ Disposal Services, Inc.
BZ Disposal Service
BZ Disposal Services
BZ Disposal Services Company
BZ Waste & Recycling Services
Long Beach Rubbish
Coast Rubbish Service
HVAC Services Inc.
Bins-U-Rent
Universal Waste Systems, Inc.



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Hudson Insurance Company

(a member of [Fairfax Financial \(USA\) Group](#)) ([view securities for related issuers](#))

A.M.Best #: 03081 NAIC #: 25054 FEIN #: 135150451

Address: 17 State Street, 29th Floor
New York, NY 10004

Phone: 212-978-2800

Fax: 212-344-2973

Web: www.hudsoninsgroup.com

Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.

Best's Ratings

Financial Strength Ratings

[View Definitions](#)

Rating: A * (Excellent)

Affiliation Code: g (Group)

Financial Size Category: XIV (\$1.5 billion to \$2 billion)

Implication: Negative

Action: Under Review

Effective Date: September 15, 2005

* Denotes [Under Review Best's Ratings](#)

Issuer Credit Ratings

[View Definitions](#)

Long-Term: a*

Implication: Negative

Action: Under Review

Date: September 15, 2005



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Visit our [NewsRoom](#) for the latest [news](#) and [press releases](#) for this company and its A.M. Best Group**Best's Company Report** - includes Best's Financial Strength Rating and rationale along with analytical commentary, detailed business overview and key financial data.**Report Revision Date:** 09/15/2005 (represents the latest significant change).Historical Reports are available in [Best's Company Report Archive](#).**Best's Executive Summary Reports (Financial Overview)** - available in three versions, the style reports feature balance sheet, income statement, key financial performance tests including liquidity and reserve analysis.**Data Status:** 2005 Best's Statement File - P/C, US. Contains data compiled as of 10/2/2005 (Checked).

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report average and total composite of your selected peer group.

Note: Adobe Reader is required to view the reports listed above. This software is available from [Systems Inc.](#) An Excel export option is also available once the report has been opened using**Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating as provided in Best's Key Rating Guide products.**Data Status:** 2003 Financial Data (Quality Cross Checked).

Financial and Analytical Products

[Best's Property/Casualty Center - Premium Data & Reports](#)[Best's Key Rating Guide - P/C, US & Canada](#)[Best's Statement File - P/C, US](#)[Best's Statement File - Global](#)

Company Profile

HUDSON INSURANCE COMPANY

17 STATE STREET, 29TH FLOOR

NEW YORK, NY 10004

877-264-5600

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR
LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	25054
NAIC Group #:	<u>0158</u>
California Company ID #:	2406-7
Date authorized in California:	December 30, 1980
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE

MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information



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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

1171
DATE (MM/DD/YYYY)
09/19/2006

PRODUCER (619)584-6400 FAX (619)584-6425
Westland Insurance Brokers
3838 Camino Del Rio North #315
P.O. Box 85481
San Diego, CA 92186-5481

INSURED EDCO WASTE & RECYCLING SERVICES INC
C/O EDCO DISPOSAL CORPORATION
6670 Federal Blvd
Lemon Grove, CA 91945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Prop/Cas Co of Amer

256740 *At*

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TC2JUB-419J185-6-06	09/19/2006	09/19/2007	X WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
EVIDENCE OF INSURANCE

*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CITY OF SAN MARCOS
ATTN: PAUL MALONE
1 CIVIC CENTER DRIVE
SAN MARCOS, CA 92069-2949

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Custode/CAROLR *JMC*



EDCODIS-01

KGOAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0C36861

Inland Empire-Alliant Insurance Services, Inc.
735 Carnegie Dr
San Bernardino, CA 92408

CONTACT NAME: Karen M Adcock

PHONE (A/C, No, Ext): (909) 886-9861

FAX (A/C, No): (909) 886-2013

E-MAIL ADDRESS: KAdcock@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of Amer

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Edco Waste & Recycling Services Inc
Edco Disposal Corporation
6670 Federal Blvd
Lemon Grove, CA 91945

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	TC2JUB419J185613	9/19/2013	9/19/2014	X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS BELOW	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City Of San Marcos
Attn: Paul Malone
1 Civic Center Drive
San Marcos, CA 92069-2949

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Effective September 1, 2013

SAN MARCOS CITY

RESIDENTIAL

<u>Div.</u>	<u>Rate Code</u>	<u>Service Type</u>	<u>Waste Rate</u>	<u>AB939</u>	<u>TOTAL RATE</u>
30	9001	RS Residential Street	\$20.34	\$0.54	\$20.88
30	9060	YDA Yard Stop A	\$24.86	\$0.68	\$25.54
30	9063	YDB Yard Stop B	\$30.77	\$0.86	\$31.63
30	9064	YDC Yard Stop C	\$37.80	\$1.07	\$38.87
30	9032	EA1 Easement 1	\$21.88	\$0.59	\$22.47
30	9033	EA1 Easement 1-2 Carts	\$25.18	\$0.59	\$25.77
30	9037	EA2 Easement 2	\$25.22	\$0.69	\$25.91

Units

33/34	7001	1 Residential Unit	\$20.34	\$0.54	\$20.88
33/34	7002	2 Each Additional Unit	\$18.45	\$0.49	\$18.94

COMMERCIAL CAN

31	9095	CC Commercial Can-Min	\$24.42	\$0.67	\$25.09
----	------	-----------------------	---------	--------	---------

Additional Carts

30	9002	2 Carts	\$23.59	\$0.54	\$24.13
30	9003	3 Carts	\$26.84	\$0.54	\$27.38
30	9004	4 Carts	\$30.09	\$0.54	\$30.63

MOBILE HOME PARKS

33/34	9043	TPU1 MHP - Family	\$17.83	\$0.47	\$18.30
33/34	9042	TPU2 MHP - Adult	\$17.04	\$0.45	\$17.49

33 Monthly Arrears / 34 Bi-Monthly Advance

Commercial Rate Code (_ _ _)
(1 2 3 4)

1 - Container Size 2 - # Days Service 3-4 - Number of Containers

COMMERCIAL BINS SERV CODES: DIV 3A

TOTAL RATE

2 YARD 1/week	\$77.73
2/week	\$141.02
3/week	\$204.98
4/week	\$267.72
5/week	\$330.91
6/week	\$394.23
3 YARD 1/week	\$107.08
2/week	\$192.48
3/week	\$277.88
4/week	\$397.16
5/week	\$448.77
6/week	\$534.18
4 YARD 1/week	\$142.76
2/week	\$257.04
3/week	\$370.59
4/week	\$484.65
5/week	\$598.41
6/week	\$712.30
5 YARD 1/week	\$165.79
2/week	\$295.50
3/week	\$425.23
4/week	\$555.19
5/week	\$684.69
6/week	\$814.45

BALANCE LID BINS
LOCK BIN (LID LOCK ASSEMBLY)

\$7.20 EXTRA PER BALANCE LID BIN (RC 7800)
\$5.85 PER MONTH (RC 7900)



EDCODIS-01

KGOAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2014

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PRODUCER License # 0C36861

Inland Empire-Alliant Insurance Services, Inc.
735 Carnegie Dr Ste 200
San Bernardino, CA 92408

RECEIVED

SEP 22 2014

City Clerk Dept.
City of San Marcos

INSURED

Edco Waste & Recycling Services Inc
Edco Disposal Corporation
6670 Federal Blvd
Lemon Grove, CA 91945

CONTACT NAME: Karen M Adcock

PHONE (A/C, No, Ext): (909) 886-9861

FAX (A/C, No): (909) 886-2013

E-MAIL: KAdcock@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of Amer

25674

INSURER B:

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INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		TC2JUB419J185614	09/19/2014	09/19/2015	X PER STATUTE <input type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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CANCELLATION

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AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

City of San Marcos Solid Waste Collection Rates Effective 7/1/2015

City Of San Marcos Rates Effective 7/1/15										
CPI Index 2nd Half 2014		265.039								
CPI Index 2nd Half 2012		257.285								
Change		7.754								
% Change		3.014%								
Service Type	Current Rate			Rate Change			New Rate			% Change
	Total Rate	Waste Rate	Current AB 939 Fee	Waste Rate	AB 939 Fee	Total Increase	Total Rate	Waste Rate	AB 939 Fee	
Residential Services				3.014%						
Residential Street	\$20.88	\$20.34	\$0.54	\$ 0.61	\$ -	\$ 0.61	\$21.49	\$20.95	\$0.54	2.92%
Yard Stop A	\$25.54	\$24.86	\$0.68	\$ 0.75	\$ -	\$ 0.75	\$26.29	\$25.61	\$0.68	2.94%
Yard Stop B	\$31.63	\$30.77	\$0.86	\$ 0.93	\$ -	\$ 0.93	\$32.56	\$31.70	\$0.86	2.94%
Yard Stop C	\$38.87	\$37.80	\$1.07	\$ 1.14	\$ -	\$ 1.14	\$40.01	\$38.94	\$1.07	2.93%
Easement 1	\$22.47	\$21.88	\$0.59	\$ 0.66	\$ -	\$ 0.66	\$23.13	\$22.54	\$0.59	2.94%
Easement 2	\$25.91	\$25.22	\$0.69	\$ 0.76	\$ -	\$ 0.76	\$26.67	\$25.98	\$0.69	2.93%
Residential Units (1st Unit)	\$20.88	\$20.34	\$0.54	\$ 0.61	\$ -	\$ 0.61	\$21.49	\$20.95	\$0.54	2.92%
Each Additional Unit	\$18.94	\$18.45	\$0.49	\$ 0.56	\$ -	\$ 0.56	\$19.50	\$19.01	\$0.49	2.96%
Family Mobile Home Parks	\$18.30	\$17.83	\$0.47	\$ 0.54	\$ -	\$ 0.54	\$18.84	\$18.37	\$0.47	2.95%
Adult Mobile Home Parks	\$17.49	\$17.04	\$0.45	\$ 0.51	\$ -	\$ 0.51	\$18.00	\$17.55	\$0.45	2.92%
Commercial Services										
Commercial Can (minimum)	\$25.09	\$24.42	\$0.67	\$ 0.74	\$ -	\$ 0.74	\$25.83	\$25.16	\$0.67	2.95%
2 Cubic Yard Bins										
1 x week	\$77.73	\$77.73		\$ 2.34	\$ -	\$ 2.34	\$80.07	\$80.07		3.01%
2 x week	\$141.02	\$141.02		\$ 4.25	\$ -	\$ 4.25	\$145.27	\$145.27		3.01%
3 x week	\$204.98	\$204.98		\$ 6.18	\$ -	\$ 6.18	\$211.16	\$211.16		3.01%
4 x week	\$267.72	\$267.72		\$ 8.07	\$ -	\$ 8.07	\$275.79	\$275.79		3.01%
5 x week	\$330.91	\$330.91		\$ 9.97	\$ -	\$ 9.97	\$340.88	\$340.88		3.01%
6 x week	\$394.23	\$394.23		\$ 11.88	\$ -	\$ 11.88	\$406.11	\$406.11		3.01%
3 Cubic Yard Bins										
1 x week	\$107.08	\$107.08		\$ 3.23	\$ -	\$ 3.23	\$110.31	\$110.31		3.02%
2 x week	\$192.48	\$192.48		\$ 5.80	\$ -	\$ 5.80	\$198.28	\$198.28		3.01%
3 x week	\$277.88	\$277.88		\$ 8.37	\$ -	\$ 8.37	\$286.25	\$286.25		3.01%
4 x week	\$397.16	\$397.16		\$ 11.97	\$ -	\$ 11.97	\$409.13	\$409.13		3.01%
5 x week	\$448.77	\$448.77		\$ 13.52	\$ -	\$ 13.52	\$462.29	\$462.29		3.01%
6 x week	\$534.18	\$534.18		\$ 16.10	\$ -	\$ 16.10	\$550.28	\$550.28		3.01%
4 Cubic Yard Bins										
1 x week	\$142.76	\$142.76		\$ 4.30	\$ -	\$ 4.30	\$147.06	\$147.06		3.01%
2 x week	\$257.04	\$257.04		\$ 7.75	\$ -	\$ 7.75	\$264.79	\$264.79		3.02%
3 x week	\$370.59	\$370.59		\$ 11.17	\$ -	\$ 11.17	\$381.76	\$381.76		3.01%
4 x week	\$484.65	\$484.65		\$ 14.61	\$ -	\$ 14.61	\$499.26	\$499.26		3.01%
5 x week	\$598.41	\$598.41		\$ 18.03	\$ -	\$ 18.03	\$616.44	\$616.44		3.01%
6 x week	\$712.30	\$712.30		\$ 21.47	\$ -	\$ 21.47	\$733.77	\$733.77		3.01%
5 Cubic Yard Bins										
1 x week	\$165.79	\$165.79		\$ 5.00	\$ -	\$ 5.00	\$170.79	\$170.79		3.02%
2 x week	\$295.50	\$295.50		\$ 8.91	\$ -	\$ 8.91	\$304.41	\$304.41		3.02%
3 x week	\$425.23	\$425.23		\$ 12.82	\$ -	\$ 12.82	\$438.05	\$438.05		3.01%
4 x week	\$555.19	\$555.19		\$ 16.73	\$ -	\$ 16.73	\$571.92	\$571.92		3.01%
5 x week	\$684.69	\$684.69		\$ 20.64	\$ -	\$ 20.64	\$705.33	\$705.33		3.01%
6 x week	\$814.45	\$814.45		\$ 24.55	\$ -	\$ 24.55	\$839.00	\$839.00		3.01%



CERTIFICATE OF LIABILITY INSURANCE

EDCODIS-01

KGOAD

DATE (MM/DD/YYYY)

9/17/2015

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Inland Empire-Alliant Insurance Services, Inc.
735 Carnegie Dr Ste 200
San Bernardino, CA 92408

RECEIVED

SEP 21 2015

City Clerk Dept.
City of San Marcos

INSURED

Edco Waste & Recycling Services Inc
Edco Disposal Corporation
6670 Federal Blvd
Lemon Grove, CA 91945

CONTACT NAME: Karen M Adcock

PHONE (A/C, No, Ext): (909) 886-9861

FAX (A/C, No): (909) 886-2013

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of Amer

25674

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CERTIFICATE NUMBER:

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	TC2JUB-419J1856-15	09/19/2015	09/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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CERTIFICATE HOLDER

CANCELLATION

City Of San Marcos
Attn: Paul Malone
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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2015

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PRODUCER
San Marcos - Alliant Insurance Services, Inc.
Suite 100
San Marcos CA 92069

Received

OCT 19 2015

EDCODIS-01

City Clerk Department
City of San Marcos

INSURED
EDCO Waste & Recycling Services
6670 Federal Blvd.
Lemon Grove CA 91945-1392

CONTACT NAME: Wilhem Morelos

PHONE (A/C, No, Ext): (760) 304-7120

FAX (A/C, No): (760) 304-7360

E-MAIL ADDRESS: WMorelos@alliant.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co Pittsbur	19445
INSURER B:	Rockhill Insurance Company	28053
INSURER C:	Indemnity Insurance Company of N A	43575
INSURER D:	ACE American Insurance Company	22667
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2018342143

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	G24968443	10/15/2015	10/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		H08788972003	10/15/2015	10/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FF01124501 BE027731637	10/15/2015 10/15/2015	10/15/2016 10/15/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF SAN MARCOS, THE SAN MARCOS REDEVELOPMENT AGENCY AND THEIR ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED ON PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECT TO THIS SUBJECT PROJECT AND CONTRACT WITH CITY. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT.

CERTIFICATE HOLDER

CITY OF SAN MARCOS
ATTN: PAUL MALONE
1 CIVIC CENTER DRIVE
SAN MARCOS CA 92069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any State or Governmental Agency or Subdivision for whom you are performing operations and has issued a permit or authorization to you when you and such State or Governmental Agency or Subdivision have agreed in writing in a contract or agreement that they be added as additional insured on your policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER San Marcos - Alliant Insurance Services, Inc. Suite 100 San Marcos CA 92069	CONTACT NAME: Wilhem Morelos PHONE (A/C, No, Ext): (760) 304-7120 FAX (A/C, No): (760) 304-7360 E-MAIL ADDRESS: WMorelos@alliant.com														
INSURED EDCO Disposal Corporation 6670 Federal Blvd. Lemon Grove CA 919451392	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : National Union Fire Ins Co Pittsbur</td><td>19445</td></tr><tr><td>INSURER B : Rockhill Insurance Company</td><td>28053</td></tr><tr><td>INSURER C : Indemnity Insurance Company of N A</td><td>43575</td></tr><tr><td>INSURER D : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A : National Union Fire Ins Co Pittsbur	19445	INSURER B : Rockhill Insurance Company	28053	INSURER C : Indemnity Insurance Company of N A	43575	INSURER D : ACE American Insurance Company	22667	INSURER E :		INSURER F :	
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INSURER D : ACE American Insurance Company	22667														
INSURER E :															
INSURER F :															

Received

OCT 19 2015

EDCODIS-01

City Clerk Department
City of San Marcos**COVERAGES****CERTIFICATE NUMBER:** 1723937023**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		H08788972003	10/15/2015	10/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FF01124501 BE027731637	10/15/2015 10/15/2015	10/15/2016 10/15/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF SAN MARCOS, THE SAN MARCOS REDEVELOPMENT AGENCY AND THEIR ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED ON PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECT TO THIS SUBJECT PROJECT AND CONTRACT WITH CITY. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT.

CERTIFICATE HOLDER**CANCELLATION**CITY OF SAN MARCOS
ATTN: PAUL MALONE
1 CIVIC CENTER DRIVE
SAN MARCOS CA 92069

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured.	All locations at which you are performing operations for any person or organization with whom or with which you have agreed in writing in a contract or agreement that such person(s) or organization(s) shall be included as an additional insured on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Where required by written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

EDCODIS-01

SMARTIN

DATE (MM/DD/YYYY)

9/16/2016

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PRODUCER License # 0C36861
Inland Empire-Alliant Insurance Services, Inc.
735 Carnegie Dr Ste 200
San Bernardino, CA 92408

RECEIVED**SEP 19 2016**City Clerk Dept.
City of San Marcos

CONTACT NAME: Karen M Adcock

PHONE (A/C, No, Ext): (909) 886-9861

FAX (A/C, No): (909) 886-2013

E-MAIL ADDRESS: KAdcock@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of Amer

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Edco Waste & Recycling Services Inc
Edco Disposal Corporation
6670 Federal Blvd
Lemon Grove, CA 91945

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	TC2J-UB-419J185-6-16	09/19/2016	09/19/2017	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City Of San Marcos
Attn: Paul Malone
1 Civic Center Drive
San Marcos, CA 92069-2949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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March 1, 2018

Elmer Heap, Division Manager
EDCO Waste & Recycling Services, Inc.
224 Las Posas Road
San Marcos, CA 92078

Re: Annual Performance Review

Dear Mr. Heap:

In accordance with Section 3.2 of the franchise agreement with EDCO Waste & Recycling Services, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's services. Your customer service, sales, and operations staff are always very courteous and provide prompt and exceptional service to our residents, businesses, and City staff.

Just like in previous years, EDCO has also assisted the City with disposal and recycling for many City-initiated projects this year. I know our residents continue to welcome your additional free services, including the very popular e-waste and shredding event, as well as your Christmas tree recycling drop-off.

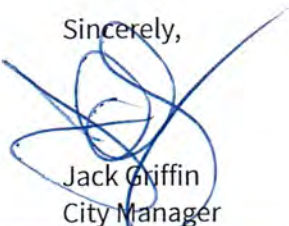
We were excited to celebrate EDCO's grand opening in June of its newest recycling facility, Escondido Resource Recovery (ERR). This state-of-the-art advanced technology facility is one of the newest in the country, aiming to lead the company and the region to zero waste.

We look forward to continuing our joint efforts to increase the number of residents and businesses that are recycling to ensure our ongoing compliance with the state's mandatory waste diversion requirements. Your help in implementing the state's new organics recycling law is also appreciated.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2023.

Congratulations on the one-year extension. If you would like to discuss this matter further, please feel free to call me at (760) 744-1050.

Sincerely,



Jack Griffin
City Manager

www.san-marcos.net



EDCODIS-01

MSCHWARTZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/2018

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PRODUCER License # 0C36861

Inland Empire-Alliant Insurance Services, Inc.
735 Carnegie Dr Ste 200
San Bernardino, CA 92408

CONTACT NAME: Melissa D Schwartz

PHONE (A/C, No, Ext): (909) 886-9861

FAX (A/C, No): (909) 886-2013

E-MAIL ADDRESS: mschwartz@alliant.com

RECEIVED

SEP 17 2018

City of San Marcos

INSURED

Edco Waste & Recycling Services Inc
Edco Disposal Corporation
6670 Federal Blvd
Lemon Grove, CA 91945

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Company of America

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
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							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2JUB-419J1856-18	09/19/2018	09/19/2019	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				X PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City Of San Marcos
Attn: Paul Malone
1 Civic Center Drive
San Marcos, CA 92069-2949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

March 5, 2019

Elmer Heap, Division Manager
EDCO Waste & Recycling Services, Inc.
224 Las Posas Road
San Marcos, CA 92078

Re: Annual Performance Review

Dear Mr. Heap:

In accordance with Section 3.2 of the franchise agreement with EDCO Waste & Recycling Services, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's services. Your customer service, sales, and operations staff are always very courteous and provide prompt and exceptional service to our residents, businesses, and City staff.

Just as in previous years, EDCO has assisted the City with disposal and recycling for many City-initiated projects this year. I know our residents continue to welcome your additional free services, including the very popular e-waste and shredding event, receiving two, annual bulky item disposal coupons for the Escondido Transfer Station, as well as the Christmas tree recycling drop-off site.

We look forward to working with you to ensure compliance with the state's latest mandatory legislation, SB 1383, requiring organic waste collection and recycling services for all waste generators.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2024.

Congratulations on the one-year extension. If you would like to discuss this matter further, please feel free to call me at (760) 744-1050.

Sincerely,



Jack Griffin
City Manager